

FOUR PER CENT. DEBENTURES.

BRITISH & AMERICAN MORTGAGE CO. LD.

CAPITAL, £1,500,000. Subscribed, £700,000; Paid-up, £220,000; Uncalled, £480,000.
 TRUSTEES { The Right Hon. HUGH CULLING EARDLEY CHILDES, M.P., F.R.S.
 { The Right Hon. GEORGE JOHN SHAW-LEFEBVRE, M.P.

HOME DIRECTORS.

JOHN CROFT DEVERELL, Esq., 9, New-square, Lincoln's-inn.
 WALTER RANDOLPH FARQUHAR, Esq., Banker, 16, St. James'-street.
 BEAUMONT WILLIAM LUBBOCK, Esq., Banker, 15, Lombard-street.
 SIR CHARLES NICHOLSON, Bart., D.C.L., LL.D., The Grange, Tottenham.
 GEORGE BARINGTON PARKER, Esq., 13, Victoria-street, Westminster.
 WILLIAM HENRY STONE, Esq., Lee-park, Godalming.

BANKERS { Messrs. ROBERTS, LUBBOCK, & Co., 15, Lombard-street, E.C.
 { Messrs. HERRIES, FARQUHAR, & Co., 16, St. James'-street, S.W.

The Directors issue Debentures for 3, 5, 7, or 10 years, bearing 4 per cent. interest, payable half-yearly by coupons, secured by the Company's Mortgages, which are made with a margin of from one-half to two-thirds of the value of the property, together with the uncalled Capital (£480,000).
 By its Articles of Association the Company's Business is restricted to First Mortgages on Freehold Property, and its Debenture Issue is limited to the amount of the Subscribed Capital.

The precautions taken in the selection of Mortgages render these Debentures especially suitable for the investment of Trust or other Funds, they being exempt from the fluctuations in value attaching to ordinary Stocks and Shares.
 For prospectuses, application forms, and further information apply to Offices of the Company, 6, Old Jewry, E.C. SAMUEL GILES, Secretary.

EQUITY AND LAW LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

Whole-world policies in most cases free of charge.
 Policies indisputable and unconditional.

SPECIMEN BONUSES.

Actual additions made to Policies of £1,000 effected under Tables I. and II.

Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,092 0
30	112 0	211 0	494 10	*819 0	*1,167 0
40	124 0	232 0	595 10	*939 10	*1,343 10
50	147 0	276 10	*626 10	*1,126 0
60	167 10	372 0	*836 10

EXAMPLE.—A Policy for £1,000, effected 30 years ago by a person then aged 30, would have increased to £1,819, or by more than 80 per cent.

In the cases marked * the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

Now published, price 25s. ; for cash, post free, 20s. 8d.

STONE'S JUSTICES' MANUAL; or, Guide to the Ordinary Duties of the Justice of the Peace. With Table of Cases, Appendix of Forms, and Table of Punishments. By the late SAMUEL STONE, Esq. Twenty-fifth Edition. By GEORGE B. KENNETT, Esq., Solicitor, and Clerk to the Justices of the City of Norwich.

Price 15s. ; for cash, post free, 12s. 6d.

THE PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION MANUAL: Being a Practical Guide to the Registration of Parliamentary and Local Government Voters, and the Courts of the Revising Barristers; with an Appendix of all the Statutes relating thereto, from the Reform Act, 1832. By MUIR MACKENZIE, B.A., of Lincoln's-inn and the South-Eastern Circuit, Barrister-at-Law, Fellow of the Hertford College, Oxford; and S. G. LUSHINGTON, M.A., B.C.L., of the Inner Temple and Northern Circuit, Barrister-at-Law.

Now published, price 15s. ; cash, with order, post free, 12s. 6d.

MACMORRAN'S LOCAL GOVERNMENT ACT, 1888; and the Incorporated Provisions of the Municipal Corporations Act, 1882; the Municipal Elections (Corrupt Practices) Act, 1884; the Ballot Act, &c. &c., with Introduction, Notes, and Index; the whole forming a complete Epitome of the Law relating to the Constitution and Election of County Councils, and their Powers, Duties, and Liabilities. Second Edition, Revised and Enlarged. By ALEXANDER MACMORRAN, Esq., Barrister-at-Law, of the Middle Temple, Editor of the "Local Government Supplement to the 'Justice of the Peace'."

London: SHAW & SONS, Fetter-lane and Crane-court, E.C.

Cases Reported this Week.

In the Solicitors' Journal.

Arnison v. Smith	334
Bolton and Partners (Lim.) v. Lambert	335
Cook, Re, Cook v. Cook	335
Jenny v. Mackintosh	335
Medland, Re, Eland v. Medland ..	336
Robinson v. Kilvert	334

In the Weekly Reporter.

Birchall, In re, Birchall v. Ashton..	387
Bray v. Justices of Lancashire	392

Coben v. Kittell	400
Davis, In re, Davis v. Galmoye (No. 2)	399
Dreyfus & Co. v. Peruvian Guano Co.	394
Earl of Jersey v. Neath Poor Law Guardians	388
Hugill v. Masker	390
Levy, In re, Levin v. Levin	396
Patrick, In the Goods of	393
Preland v. Bingham	385
Robinson v. Galland	396
Thorn v. City Rice Mills	368

VOL. XXXIII., No. 21.

The Solicitors' Journal and Reporter.

LONDON, MARCH 23, 1889.

CURRENT TOPICS.

THE COURT OF APPEAL No. 2 has now disposed of the whole of the business in its printed list at the beginning of the present sittings; and has now to attack a list of fifty-three matters set down during the sittings. This number corresponds, within two, to the number of final and interlocutory appeals in the printed list. Court of Appeal No. 1 is almost equally forward with its work. Out of 105 appeals at the commencement of the sittings, ninety-one have been heard. Seventy-one appeals have been set down during the sittings for this division of the court.

IN ORDER to simplify the classification of accounts, to concentrate payments as far as possible, and to provide better accommodation for the public, the Paymaster of the Supreme Court has rearranged the distribution of his business into five divisions, instead of six, as at present arranged. In divisions 1, 2, 3, and 4 payments, &c., in all ordinary chancery suits and matters will be made, and in the 5th division lunacy accounts and those relating to public works will be dealt with. The expression "public works" is to include accounts of funds connected with Parliamentary undertakings. It may be assumed that the Paymaster knows his own business best, but so far as experience goes, the old practice of classing all accounts under their alphabetical title has worked well. Under the new system it will frequently happen that an order will deal with an account kept in one of the divisions 1 to 4 as well as in the 5th division, thereby necessitating two sets of applications. Moreover, there is no inherent difference, from a banking point of view, between the special class of accounts kept in the 5th division and those kept in the other four divisions, and upon the whole it can hardly be said that the advantages to the public which will be afforded by the change are apparent.

ON WEDNESDAY an *ex parte* application was made to Mr. Justice NORTH in a case of *Re Potter*, for a direction to the registrar to pass and enter an order for the appointment of trustees of a will for the purposes of the Settled Land Act, 1882, notwithstanding that the order was not stamped. The appointment was made for the first time. An application had been made to the Inland Revenue authorities at Somerset House, and they had determined that the order did not require the 10s. stamp, and had marked it with an adjudication stamp accordingly. Notwithstanding this adjudication, the registrar felt a difficulty in passing and entering the order, it having been (as our readers are aware from the discussion which has recently taken place in our columns) the practice in the registrar's office to require such orders to be stamped with a 10s. stamp. Mr. Justice NORTH gave directions that the order should be passed and entered without the stamp. We believe that the date of adjudication in the case referred to was subsequent to the last letter in the correspondence between the Board of Inland Revenue and the Chancery Registrars which we printed last week, so it appears that the adjudication must either have been an oversight on the part of the Board, or the two authorities must be still in conflict; and in any case the chief authority is apparently in conflict with itself. There can, we presume, be no doubt that an order bearing an adjudication stamp of no duty payable, must be passed by the registrars.

WE UNDERSTAND that the Council of the Incorporated Law Society have made a report on the Lord Chancellor's Bill relating to Commissioners for Oaths, to which we referred last week. The object of the Bill is to consolidate the scattered enactments relating to commissioners for oaths in the various courts, with some slight amendments which are rendered necessary by modern requirements. The Lord Chancellor is empowered to appoint solicitors, or other fit and proper persons, to be commissioners. The council very properly object to the "other persons," but these words are to be found in 22 Vict. c. 16, although they are not

in the Act 16 & 17 Vict. c. 78, which empowered the appointment of commissioners in chancery. Power is given by the Act to commissioners to administer oaths or take affidavits in matters relating to the registration of any instrument, whether under an Act of Parliament or otherwise, which would seem, taken in connection with clause 13 of the Bill, to cover the point left undecided in *Munton v. Lord Truro* (36 W. R. 775)—viz., whether the oath required by section 5 of the Middlesex Registry Act (7 Anne, c. 20) could be sworn before a commissioner appointed under the Judicature Act, 1873. The council point out that in clause 1, sub-section 3, after the word "solicitor" there should be inserted the words "or clerk to a solicitor," because a solicitor acting as clerk to another solicitor should be equally prohibited from exercising his powers as a commissioner in cases in which his principal is concerned. The Bill, although it purports to be a consolidation of the Acts relating to commissioners, does not include the 30th section of the Solicitors Act, 1860 (23 & 24 Vict. c. 127), and the council suggest that, in order to complete the code, this section should be included. Of course it will require modification to suit the altered circumstances, as all the courts referred to in that section are now merged in the Supreme Court. By the interpretation clause the word "affidavit" is made to include "plea, answer, and disclaimer." These words are apparently taken from section 18 of the Act 28 & 29 Vict. c. 104, and the council suggest that, having regard to the modern system of pleading, these words are not necessary. The Bill does not contain any clause defining the future title of commissioners, and the council suggest that a clause should be inserted to the effect that they should be called commissioners for oaths, and that all existing commissioners should bear that title. The Bill does not contain any power under which the Lord Chancellor can revoke the appointment of a commissioner, but he may perhaps have such a power under section 84 of the Judicature Act, 1873. As a matter of fact when a commissioner, by reason of misconduct, forfeits his right to exercise the power granted to him by his commission, the Lord Chancellor issues a writ of *supersedeas* against him, under which the commission is cancelled. The council suggest that, in order to remove any doubt, an express power should be inserted in this behalf.

IT IS BY NO MEANS improbable that, sooner or later, the point will be raised whether orders remitting actions of contract or tort to the county courts can be made by a *master* of the High Court. The jurisdiction of a master of the Queen's Bench Division is thus defined by R. S. C., ord. 54, r. 12:—"In the Queen's Bench Division a master . . . may transact all such business, and exercise all such authority and jurisdiction in respect of the same, as, under the Acts" [i.e., the Judicature Acts] or these Rules, may be transacted or exercised by a judge at chambers, except," &c. Prior to the County Courts Act, 1888, a master could undoubtedly, by virtue of this rule, remit actions to the county court, because a judge at chambers possessed the power to do so under sections 7 and 10 of the now repealed County Courts Act, 1867, the provisions contained in which were, by section 67 of the Judicature Act, 1873, made applicable to High Court actions. But the power of a judge at chambers to remit is now derived exclusively from the County Courts Act, 1888, and therefore not being exercised by him "under the Acts or these Rules," as contemplated by ord. 54, r. 12 (*supra*)—*quare*, is it now any longer possessed by a master? In this connection we may point out that, while section 65 of the County Courts Act, 1888, provides that "a judge of the High Court at chambers" may remit an action of contract to the county court, section 66 gives power to remit an action of tort to "a judge of the High Court." Whether the omission of the words "at chambers" in the latter section makes any real difference may, however, well be doubted. But it is certainly a little unfortunate that there should be this variation in the language of the two sections, more especially as the County Courts Act, 1888 (unlike, in this respect, the Judicature Act, 1873, s. 39), does not expressly provide that the jurisdiction thereby conferred upon a judge of the High Court may be exercised by him in court or in chambers.

WE HAVE RECEIVED a copy of some valuable observations on the Land Transfer Bill by a member of the committee of the Herefordshire Incorporated Law Society, which we regret the crowded state

of our columns prevents us from printing in full this week. The writer points out the necessity for at once discussing the action that should be adopted in the event of the measure ever reaching the House of Commons, "inasmuch as the Lord Chancellor will probably urge on the peers that after the Bill has been settled by the Select Committee it should be accepted pretty much as it stands, and it is not improbable that an attempt may be made to rush it through the House of Commons." The warning is certainly necessary; it is exceedingly likely that, if solicitors in general preserve the attitude of mild and benevolent criticism which was adopted in former years, the Bill will become law this session; and we venture to predict that, if this result comes to pass through this reason, a very heavy responsibility will rest upon some persons. The writer, however (who we think we are not wrong in identifying with an esteemed correspondent who recently expressed a similar view in our columns), clings to the idea that the result of the passing of the Bill cannot be to seriously injure the profession. He says, referring to the recent notice issued by the Land Registry Office, that "if it be intended to provide a staff of clerks to do the work hitherto transacted by solicitors, and if it be the intention of the authorities to enter into competition with the profession, with a view to the conduct of all the conveyancing business of the country by a Government department for the benefit of the revenue, it would be at least candid to say so; but is it not likely that the confusion and litigation that would ensue would tend to minimize any loss to the profession under such a system?" No one pretends that "all the conveyancing business of the country" is to be conducted by a Government department, but it is tolerably clear that the intention is that the whole business of land transfer shall, if possible, be done by officials; and we fail to see how this intention could be more "candidly"—some people might say cynically—manifested than by the recent notice. And it is, we think, a delusion to suppose that the carrying out of this intention would necessarily cause so much "confusion and litigation" as to minimize the loss of business which would be certain to ensue to solicitors. There is, of course, no attempt by the writer to shew that the passing of the Bill would increase the gains of solicitors: all that is alleged is that their losses might be minimized by the resulting litigation. No answer has been attempted to our observations last week on the pecuniary results to solicitors of the passing of the Bill. To pass, however, from the points on which we differ with the writer of the observations, we are heartily glad to observe his practical conclusion, which is, "Let amendments be moved in committee striking out the compulsory clauses, for surely members of Parliament can be found willing and able to take charge of such amendments. There is little doubt that pressure can be brought to bear on members of both sides of the House to support such amendments. The pressure need not be that of solicitors only; let them but enlighten their clients as to the real effect of the Bill, and we may rest assured that the opposition to the compulsory clauses will be very general." So that (if our assumption is correct) our able correspondent has at last come to the conclusion that pressure must be brought to bear on members of Parliament, and his only qualification now is that the pressure need not be by solicitors only. We entirely agree; but solicitors must not omit their part of the programme, and the only question now is, how the solicitors' pressure is to be applied.

THE QUESTION was asked by Mr. T. ROBINSON in the House of Commons on the 15th inst. whether the Government intended "to introduce a Bill to amend the law and practice of administration of estates in the Court of Chancery, with a view of preventing the great delay and diminishing the heavy costs so frequently attending such administration in that court"; and whether the Government "would consider the desirability of having a yearly official return made of all estates in course of administration in the Court of Chancery," and of taking power to transfer the administration of insolvent estates into the Bankruptcy Court. In answer to this, the Chancellor of the Exchequer stated that the Government intend to deal with the subject of the first part of the question by carrying out, as far as possible, the recommendations of the committee presided over by the Master of the Rolls. It is rather difficult to understand this answer. In the report of the committee no recommendations on this subject are to be found, but in the resolutions

appended thereto, which may, perhaps, be treated as recommendations, we find the following:—"39. It is suggested that the following expedients, which have been found to work well in practice, should be adopted when practicable. Upon an application for administration by a creditor or beneficiary under a will, intestacy, or deed of trust, where no accounts or insufficient accounts have been rendered: (A) Order the application to stand over for a certain time, say a month, and that the executors, administrators, or trustees in the meantime should render to the applicant a proper statement of their accounts, with an intimation that if this is not done they may be made to pay the costs of the action. (B) When necessary to prevent actions by other creditors, make usual judgment or order for administration, with proviso that no proceedings are to be taken under it without leave of the judge in person." How far this has been carried out by R. S. C., ord. 55, r. 10 A, and how far the 125th section of the Bankruptcy Act, which was previously enacted, deals efficiently with insolvent estates being administered by the court, is a question to be considered. That applications for administration are at the present moment dealt with by the judges of the Chancery Division in accordance with resolution 39 and the above-mentioned rule is well known. The principal recommendations of the committee as yet not carried out suggest (6) the re-arrangement of the court business, and (7) the appointment of a judge. As regards the return asked for, it would be no difficult matter to add to the return annually made for the purposes of the judicial statistics an item which should show the number of administration orders brought to be worked out in chambers, also the number worked out. It would, however, be a laborious matter to compile a return of all administration orders being now worked out, as some of these lie dormant for years pending the coming of age of infants or the happening of some event which revives the interest of the parties, and makes it necessary for them to apply for further directions from the judge. A very useful return, however, would be one which should show the number of administration orders brought into chambers since December, 1885, when ord. 55, r. 10 A, came into operation, and how many of them have been thoroughly worked out, and also the numbers for the three years immediately preceding that date.

THE 1ST SECTION of 23 Hen. 8, c. 9, known as the Statute of Citations, is not exactly easy reading, though modern printers have done what they could to facilitate this process by the introduction of stops. The construction of a portion of it was discussed for some time on Wednesday in the Court of the Archbishop of Canterbury, and his Grace, of course, recognized that a comma which interfered with the sense might, without difficulty, be passed over. Even in more recent statutes, when punctuation has become a part of the Queen's printers' copy, which is now the official record, the same rule appears to prevail, and the stops, as well as the marginal notes, are viewed with suspicion by the judicial eye. The matter was adverted to by WILLES, J., in *Claydon v. Green* (16 W. R. 1126, L. R. 3 C. P. 522), who mentioned "the rule which treated the title of the Act, the marginal notes, and the punctuation, not as forming part of the Act, but merely as *contemporanea expositio*." A different view was at one time taken by JESSEL, M.R., with regard to marginal notes. In *Re Venour's Settled Estates* (L. R. 2 Ch. D. 525) he pointed out that they now appear on the Parliament Roll, and form part of the Acts; and he consequently used such a note to assist the construction. But, in *Attorney-General v. Great Eastern Railway Co.* (27 W. R. 759, L. R. 11 Ch. D. 465), when this was quoted in the Court of Appeal it met with little favour, and the difficulty was pointed out that must arise in case of a difference between the marginal note and the section; and, in *Sutton v. Sutton* (31 W. R. 869, 22 Ch. D. 513), JESSEL, M.R., expressly withdrew his former opinion. Since that time it appears to have been clear that neither marginal notes nor punctuation are to have any effect on construction.

The *Albany Law Journal* announces the death of Dr. Wharton, one of the most prolific and excellent of American legal commentators. In point of quantity of production, says the Journal, he comes next to STORY. His works comprise several of the most interesting and inviting subjects in the legal domain, and are distinguished by research, comprehensiveness, and discrimination, and are expressed in a perspicuous style.

THE COUNTY OF LONDON.

On Thursday last, the 21st of March, the County of London was brought into being for some purposes. This was effected by an order made on Tuesday by the Local Government Board under section 109 of the Local Government Act, 1888; but the order extends only so far as is necessary to put the London County Council in the place of the late Metropolitan Board of Works. On the 1st of April, however, if nothing unforeseen occurs, London will attain to the dignity of a county for all purposes.

We publish below a list of the parishes and places composing the new county, as we think it may be of service to our readers. The limits of the County of London have been fixed by the Local Government Act, 1888 (51 & 52 Vict. c. 41), and certain Acts incorporated with it.

The Local Government Act (section 40 (1)) provides: "The Metropolis"—i.e. (section 100), "the City of London and the parishes and places mentioned in schedules A., B., and C. to the Metropolis Management Act, 1855, as amended by subsequent Acts"—"shall, on and after the appointed day [the 1st of April or such earlier or later day as the Local Government Board, on the application of the provisional council or county council, may appoint], be an administrative county for the purposes of the Act by the name of the Administrative County of London." And, "such portion of the administrative county of London as forms part of the counties of Middlesex, Surrey, and Kent shall, on and after the appointed day, be severed from those counties, and form a separate county for all non-administrative purposes, by the name of the County of London" (section 40 (2)).

We have already stated that last Thursday was appointed as the day upon which the Metropolitan Board of Works should cease to exist; and, if no other day be appointed before the 1st of April for any other purpose, it seems that the 1st of April becomes "the appointed day" for all other purposes of the Act, without any necessity for the further intervention of the Local Government Board.

It is provided by section 95, sub-section 2, that, "Where any enactment, deed, instrument, or document refers to the county of Middlesex, Surrey, or Kent, such enactment, deed, instrument, or document shall be construed to apply to the same area to which it would have applied if this Act had not passed," unless such application is inconsistent with its object, or with the Act. This provision seems to apply only to existing enactments, deeds, instruments, and documents; and we accordingly expressed an opinion (*ante*, p. 293) that in documents dated on or after the 1st of April next the descriptions of persons resident, and of property situate, within such portions of the new County of London as are not included within the cities of London and Westminster will have to be altered; and that "County of London" will be the proper designation in such cases.

The County of London will consist of the following parishes and places, which we arrange alphabetically under the names of the counties from which they are transferred. To facilitate reference the same places are sometimes mentioned under more than one name. See the Metropolis Management Act, 1855 (18 & 19 Vict. c. 120), the Metropolis Management Act, 1885 (48 & 49 Vict. c. 33), the Metropolis Management (Battersea and Westminster) Act, 1887 (50 & 51 Vict. c. 17), and the Local Government Act, 1888 (51 & 52 Vict. c. 41), ss. 40, 100.

KENT.

PARISHES AND PLACES TRANSFERRED FROM THE COUNTY OF KENT TO THE COUNTY OF LONDON.

Charlton-next-Woolwich
Deptford, St. Nicholas
Deptford, St. Paul, including Hatcham
Eltham
Greenwich
Greenwich District, including—
 St. Paul, Deptford
 St. Nicholas, Deptford
 Greenwich
Hatcham
Kidbrooke
Lee
Lewisham (including Sydenham Chapelry)
Penge, Hamlet of
Plumstead

Plumstead District, including—
 Charlton-next-Woolwich
 Eltham
 Kidbrooke
 Lee
 Plumstead
 St. Nicholas, Deptford
 St. Paul, Deptford
 Sydenham Chapelry
 Woolwich

MIDDLESEX.

PARISHES AND PLACES TRANSFERRED FROM THE COUNTY OF MIDDLESEX
 TO THE COUNTY OF LONDON.

All Saints, Poplar
 Bethnal-green, St. Matthew
 Bloomsbury, St. George
 Bromley, St. Leonard
 Charterhouse
 Chelsea
 Christchurch, Spitalfields
 City of Westminster (St. Margaret and St. John the Evangelist)
 Clerkenwell, St. James and St. John
 Close of the Collegiate Church of St. Peter (Westminster Abbey)
 Covent-garden, St. Paul
 Ely-place
 Ely-rents
 Fulham
 Furnival's-inn
 Glasshouse-yard, Liberty of
 Gray's-inn
 Hackney
 Hackney District, including—
 Hackney
 St. Mary, Stoke Newington
 Hammersmith, St. Peter and St. Paul
 Hampstead, St. John
 Hanover-square, St. George
 Hatton-garden
 Holborn
 Holborn District, including—
 St. Andrew, Holborn above Bars
 St. George the Martyr
 St. Sepulchre
 Saffron-hill, Hatton-garden, Ely-rents, and Ely-place
 The Liberty of Glasshouse-yard
 Holy Trinity, Minorities
 Inner Temple
 Islington, St. Mary
 Kensington, St. Mary Abbot
 Lincoln's-inn
 Middle Temple
 Mile End New Town, Hamlet of
 Mile End Old Town
 Minorities, Holy Trinity
 Norton Folgate, Liberty of
 Old Artillery Ground
 Paddington
 Poplar District, including—
 All Saints, Poplar
 St. Leonard, Bromley
 St. Mary, Stratford-le-Bow
 Precinct of St. Katherine
 Precinct of the Savoy (St. John the Baptist, Savoy)
 Rolls, Liberty of the
 Saffron-hill
 Saint Andrew, Holborn above Bars
 „ Anne, Soho
 „ Botolph without Aldgate
 „ Clement Danes
 „ George, Bloomsbury
 „ George, Hanover-square
 „ George in the East
 „ George the Martyr
 „ Giles District, including—
 St. Giles in the Fields
 St. George, Bloomsbury
 „ James and Saint John, Clerkenwell
 „ James, Westminster
 „ John, Hampstead
 „ John the Baptist, Savoy, or Precinct of the Savoy
 „ Katherine, Precinct of
 „ Leonard, Bromley
 „ Leonard, Shoreditch
 „ Luke

Saint Margaret and Saint John the Evangelist, Westminster (City of Westminster)
 „ Martin-in-the-Fields
 „ Mary Abbot, Kensington
 „ Mary, Islington
 „ Marylebone
 „ Mary-le-Strand
 „ Mary, Stoke Newington
 „ Mary, Stratford-le-Bow
 „ Mary, Whitechapel
 „ Matthew, Bethnal-green
 „ Pancras
 „ Paul, Covent Garden
 „ Peter and Saint Paul, Hammersmith
 „ Sepulchre
 Savoy, Precinct of (Saint John the Baptist)
 Shoreditch, Saint Leonard
 Soho, Saint Anne
 Spitalfields, Christchurch
 Staple-inn
 Stoke Newington, Saint Mary
 Strand District, including—
 Liberty of the Rolls
 Saint Anne, Soho
 „ Clement Danes
 „ John the Baptist, Savoy
 „ Mary-le-Strand
 „ Paul, Covent Garden
 Stratford-le-Bow, St. Mary
 Tower, District of
 Westminster Abbey (Close of the Collegiate Church of St. Peter)
 Westminster, St. James
 Westminster, St. Margaret and St. John the Evangelist (City of Westminster)
 Whitechapel District, including—
 Christchurch, Spitalfields
 Holy Trinity, Minorities
 Liberty of Norton Folgate
 Mile End New Town, Hamlet of
 Old Artillery Ground
 Saint Botolph without Aldgate
 „ Katherine, Precinct of
 „ Mary, Whitechapel
 Tower, District of
 [NOTE.—The City is not included in the above list. It remains a separate county by itself (section 40 (3)).]

SURREY.

PARISHES AND PLACES TRANSFERRED FROM THE COUNTY OF
 SURREY TO THE COUNTY OF LONDON.

Battersea, St. Mary, excluding Penge
 Bermondsey
 Camberwell
 Christchurch
 Clapham
 Clink, The Liberty of the
 Lambeth
 Newington, St. Mary
 Putney, including Roehampton
 Roehampton
 Rotherhithe
 Rotherhithe united with St. Olave District, including—
 St. John's, Horselydown
 St. Thomas, Southwark
 St. Olave
 Saint George the Martyr, Southwark
 „ John, Horselydown
 „ Mary, Battersea, excluding Penge
 „ Mary, Newington
 „ Olave
 „ Saviour District, including—
 Christchurch
 St. Saviour (including the Liberty of the Clink)
 „ Thomas, Southwark
 Southwark, St. George the Martyr
 Southwark, St. Thomas
 Streatham
 Tooting Graveney
 Wandsworth District, including—
 Clapham
 Putney, including Roehampton
 St. Mary, Battersea, excluding Penge
 Streatham
 Tooting Graveney
 Wandsworth

Section 96 provides that nothing in the Local Government Act shall alter the area to which the enactments relating to the registration of land in the county of Middlesex apply; and references in those enactments, or in deeds and instruments made or issued under or for the purpose of those enactments, to the county of Middlesex, are to be construed to apply to the same area to which they would formerly have applied.

THE INTERPRETATION OF THE MARRIED WOMEN'S PROPERTY ACT, 1882.

VII.

LIABILITIES OF MARRIED WOMEN UNDER THE BANKRUPTCY LAWS.

When a married woman can be made bankrupt.—Before the Married Women's Property Act, 1882, a married woman could not be made bankrupt even although she had separate estate, and had entered into contracts after marriage with reference to it, except under local customs—e.g., if she were trading alone under the custom of the City of London: *Ex parte Jones, Re Griessell* (28 W. R. 287, 12 Ch. D. 484), or if her husband was civilly dead. Now, by section 1, subsection (5), of the Act of 1882, every married woman carrying on a trade separately from her husband is subject to the bankruptcy laws, in respect of her separate property, as if she were a *feme sole*. The liability is still limited to women carrying on a trade apart from their husbands, and to their separate property: *Ex parte Gilchrist, Re Armstrong* (34 W. R. 709, 17 Q. B. D. 521). Separately from the husband does not necessarily mean in a different place, if he does not assist in the business: *Laporte v. Cosstick* (23 W. R. 131), *Ashworth v. Outram* (25 W. R. 896, 5 Ch. D. 923), *Re Dearmer* (53 L. T. 905), *Lovell v. Newton* (27 W. R. 366, 4 C. P. D. 7).

General power of appointment.—The question has arisen whether, when a married woman, who has been made bankrupt, has a power of appointment exercisable for her own benefit, the trustee in bankruptcy can compel her to exercise it for the benefit of her creditors. It has been held that he cannot do so, for a power is not "property" and the Act makes a married woman liable in bankruptcy only to the extent of her separate property. It is true that section 44 of the Bankruptcy Act, 1883, would make such a power her property if she were really the *feme sole*, which by the Married Women's Property Act she is to be deemed to be, but that provision is for the purposes of the Bankruptcy Act alone, and section 152 of that Act expressly enacts that its provisions shall not affect the Married Women's Property Act, 1882: *Ex parte Gilchrist, Re Armstrong* (34 W. R. 709, 17 Q. B. D. 521).

Effect of bankruptcy on previous settlements.—Section 19 enacts that nothing in the Act, the Married Women's Property Act, 1882, shall affect any settlement or agreement for a settlement respecting the property of any married woman; but, notwithstanding this, such interest as a married woman may have in property settled to her separate use, without a restraint on anticipation, passes to her trustee in bankruptcy. All that section 19 means is that the Act shall not invalidate or render inoperative any settlement, not that when a settlement gives separate property the Act shall not apply to that property when it has been received. An alienation of the property, whether voluntary or involuntary, does not affect the settlement: *Ex parte Boyd, Re Armstrong* (36 W. R. 772, 21 Q. B. D. 264); *Ex parte Gilchrist, Re Armstrong* (17 Q. B. D. 167, reversed upon another point 17 Q. B. D. 521). "It would seem to follow that the effect of the settlement is to be determined just as it would have been under the old law, and that no one who under that law could have taken any interest is to be deprived of such interest; but where these principles have been applied, and it has been ascertained that the married woman takes an interest under the settlement, the incidents annexed by the Act to the property of married women attach to the interest so taken by her": *per Stirling, J., Re Onslow* (36 W. R. 883, 39 Ch. D. 622).

Effect of bankruptcy of husband on wife's property.—It is provided by section 3 of the Act of 1882 that if a married woman lends any of her separate property to her husband for the purpose of any trade or business carried on by him "or otherwise," she cannot prove in his bankruptcy until all other creditors have been paid in full. It is difficult to understand the meaning of the words "or otherwise" in this section. It is not clear whether they refer to the whole clause so as to make it in effect apply to money lent to the husband for any purpose, or whether they qualify the words "carried on by him" so as to make them mean "whether carried on by him or any other person." That the latter is the correct way of reading the sentence seems to be implied from *Re Genese* (34 W. R. 79, 16 Q. B. D. 700), where it was held that it lies on the wife to prove that the money was *not* lent for the purpose of her husband's trade or business, in order to give her a right to prove with other creditors. And that the meaning must be "carried on by him or by some per-

son upon his behalf" seems still more probable when we consider that the section is taken from section 5 of Bovill's Act (28 & 29 Vict. c. 86), and appears intended to give effect to the principle that a lender, who shares in the profits of a business, should be postponed to those creditors who do not.

When the husband is trading in partnership with someone else, there must be a question in each case whether there was really a loan to the husband in order that he might do what he pleased with it, contributing it to the firm or not as he pleased, or whether it was a loan by the wife to the firm. If the loan is to the firm, it is not lent to the husband for the purpose of a trade carried on by him, or otherwise; the money not being lent to the husband only, but to him and to others jointly; and the wife can prove in bankruptcy for the loan against the joint estate of the firm: *Re Tuff* (35 W. R. 567, 19 Q. B. D. 88).

The section is not retrospective so as to affect rights previously existing: *Re Home* (54 L. J. 301).

REVIEWS.

COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURTS PRACTICE, 1889. FOUNDED ON POLLOCK'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. TWO VOLS. By HENRY NICOL and GEORGE WASHINGTON HEYWOOD, Esqs., Barristers-at-Law. Sweet & Maxwell (Limited).

To make way for this work two books have been withdrawn from circulation—namely, "Pollock and Nicol's County Court Practice" and "Heywood's County Court Practice." We are, however, assured by the authors that the best parts of both books have been retained, though the text has been entirely revised, much of it re-written, and the whole re-arranged. The new work will appear annually, and is, no doubt, intended to be to the county court suitor and practitioner what the "Annual Practice" is to litigants in the High Court of Justice. Whether it will ever be in such request as is the last-named work cannot with confidence be predicted. It must not, however, be forgotten that the interpretation of the new County Courts Act and Rules cannot fail to give rise to a large number of decisions, and, also, that the stream of litigation appears to be steadily setting towards the county courts. In view of these facts, it would certainly not be correct to describe the present experiment as a rash one. Moreover, to many persons the task of noting up text-books so as to keep them well in line with decided cases and legislation is most distasteful, and such persons, at all events, will be sure to procure the Annual County Court Practice, which, we believe, is destined to enjoy a very considerable circulation. The new Practice which Messrs. Nicol and Heywood have produced fills two volumes. Vol. I. treats of the jurisdiction and practice under the County Courts Act, the Bills of Exchange Act, and the Employers' Liability Act, while in Vol. II. is discussed the jurisdiction and practice of the county courts under various special Acts and under the Admiralty Jurisdiction Acts. The Bills of Exchange Act and the Employers' Liability Act should, strictly speaking, find a place in Vol. II.; but, at some sacrifice of uniformity, they are included in Vol. I., as the jurisdiction thereby conferred upon the county courts is so often invoked, and as, moreover, the procedure thereunder is, as the authors point out in their preface, closely allied to the practice in ordinary actions. Each volume contains, in appendices thereto, the Acts, rules, and forms referred to or commented upon in the text, with references to the pages of the text where the particular section, rule, or form is cited. These appendices necessarily occupy a great deal of space. Lengthy appendices are, however, inevitable, except where authors adopt the more scientific plan of setting out *verbatim* in the text, in their proper places, the provisions, statutory or otherwise, to which reference is made.

The jurisdiction in bankruptcy of the county courts is not dealt with in the present volumes, doubtless because this head of jurisdiction is not by any means common to all county courts, while such of them as do possess it sit for the determination of bankruptcy cases, not really as county courts, but as local courts of bankruptcy. The jurisdiction and practice with regard to administration orders under the Bankruptcy Act, 1883, are, however, duly noticed.

The authors have divided the whole of their work into ten parts, each of which is sub-divided into chapters. With the exception of Part I., which is occupied with the constitution of the county courts and their officers; Part VIII., where the jurisdiction and practice in particular cases is considered; Part IX., which treats of the jurisdiction of the county courts under Acts other than the County Courts Act; and Part X., which is reserved for the admiralty jurisdiction of the county courts, the whole of the text is taken up with tracing the proceedings in an ordinary action made under the County Courts Act, step by step, from beginning to end. Eight of these

parts are included in Vol. I., as are also Chapters I. and II. of Part IX., which treat of the Bills of Exchange Act, 1855, and the Employers' Liability Act, 1880. The order observed in the sequence of these parts is generally correct, but it seems to us that Part VII., which deals with new trial, stay of execution, and appeal, should, strictly speaking, take precedence of Part VI., which relates to the enforcing of judgments and orders, as the latter subject includes what must be regarded as the final stage in the life of a county court action. Moreover, it is difficult to understand why it should have been thought necessary to deal with actions by and against executors and administrators in a separate chapter in Part VIII., instead of distributing the information therein collected amongst those chapters where the practice in an ordinary county court action is indicated.

The important subject of appeals is dealt with in Part VII., Chapter II. This we consider to be a most useful chapter, upon which it is evident that great care and labour have been expended. With reference to the mode of appeal, the authors are careful to point out that, having regard to the *obiter dicta* expressed in *Wilkinson v. Jagger* (36 W. R. 169, 20 Q. B. D. 423) by the judges who decided *R. v. Kettle* (34 W. R. 776, 17 Q. B. D. 761), it cannot yet be considered as settled law that when a special Act has given an appeal from the county court, and has prescribed the mode of it, as by case stated by the judge, an appeal will lie in any other manner. We may, however, mention that in the recent case of *Shrubb v. Lee* (59 L. T. N. S. 376), which was an appeal from the county court under the Agricultural Holdings Act, though the mode of appeal adopted was by motion, and not by special case, as prescribed by the last-named Act, no objection whatever was taken, either by the court or by the respondent. This case was, however, decided before the County Courts Act, 1888.

Another chapter which we may single out for praise is Chapter II. of Part IX., which deals with the subject of "The Employers' Liability Act, 1880." A great deal of useful information is there given, and the recent decisions appear to be all noticed and commented upon with accuracy and judgment. Before leaving Vol. I. we ought to mention that new matter of importance in the County Courts Act and Rules is printed in the appendices in *italics*, in order that attention may be called to it, and that Appendix I. contains various additional forms, other than the official forms, which will be found most useful in practice, and which the authors themselves have prepared.

The Table of Cases to Vol. I., and also that prefixed to Vol. II., would be greatly improved if, in every instance, the various reports were given where the cases mentioned are to be found. We notice that the cases of *Lewin v. Trimming* (37 W. R. 16, 21 Q. B. D. 230) and *Ingleton v. Maudsley* (36 W. R. 477) are not cited in Vol. I., though it is satisfactory to find that, with these exceptions, all the recent cases on ordinary county court jurisdiction and practice appear to be there quoted. The index to Vol. I. is capable of considerable improvement, and might, with advantage, be more copious. It only occupies fifty-six pages. It, however, contains, having regard to its size, a great variety of titles, which will certainly tend to facilitate reference to the text and appendices.

Vol. II., which, as already stated, deals exclusively with the jurisdiction of the county courts under special Acts and the Admiralty Jurisdiction Acts, is mainly a continuation of Part IX. of the work, as Part X., which is set aside for the admiralty jurisdiction and practice, occupies only five pages. The second volume will not, we believe, be as much appreciated as Vol. I. is likely to be. It is made up for the most part of appendices containing statutes, rules, and forms, which absorb some 250 pages, while the text occupies only seventy-seven pages. As upwards of forty-seven statutes, conferring special jurisdiction on the county courts, are noticed in this volume, the information given in the text, with regard to the jurisdiction and practice under them, must necessarily be very scant. The second volume will be more useful to those who already possess considerable knowledge of the matters included in it than to the yet inexperienced practitioner and ignorant suitor, who require to be conducted, step by step, through the various stages of litigation.

The general observations on the special jurisdiction of the county courts, with which Vol. II. commences, may, however, be read with profit by all, especially with regard to the effect of the County Courts Act upon the procedure under the special Acts. Moreover, the forms under the Companies Act, 1862, which have been altered for use in a county court, will be found serviceable. The index of ten pages can hardly be regarded as adequate, having regard to the scope and size of the volume.

CHITTY'S INDEX.

CHITTY'S INDEX TO ALL THE REPORTED CASES DECIDED IN THE SEVERAL COURTS OF EQUITY IN ENGLAND, THE PRIVY COUNCIL, AND THE HOUSE OF LORDS; WITH A SELECTION OF IRISH CASES ON OR RELATING TO THE PRINCIPLES, PLEADING, AND PRACTICE OF EQUITY AND BANKRUPTCY FROM THE EARLIEST PERIOD. The

FOURTH EDITION, wholly revised, re-classified, and brought down to the end of the year 1883. By HENRY EDWARD HIRST, B.C.L., M.A., Barrister-at-Law. Vol. 7. Stevens & Sons; H. Sweet & Sons; W. Maxwell & Son.

The present volume of Mr. Hirst's carefully revised edition of Chitty contains several heads of great importance. The decisions under the head of "Solicitor" cover nearly 150 pages, and form a treatise in themselves, but we do not find the decisions under the Solicitors' Remuneration Order digested; surely these should have been under the head of "Scale," at p. 6502. The heading "Specific Performance" follows closely, and is likely to be found one of the most useful in the work; the cases are very well arranged. The most bulky titles, however, in this volume are those relating to trusts and vendor and purchaser; the cases under the heads of the Trustee Acts, the Trustee Relief Acts, and trusts occupying no fewer than 312 pages, and the cases on vendor and purchaser covering 242 pages. It is hardly necessary to say that the volume containing these headings will be of essential service to every conveyancer. We presume that the next volume will be the last, and we would suggest that a supplemental digest of cases from 1883 down to the date of publication would be of great service to the practitioner.

RAILWAYS.

A TREATISE ON THE LAW OF RAILWAYS, RAILWAY COMPANIES, AND RAILWAY INVESTMENTS. By Sir WILLIAM HODGES. SEVENTH EDITION. By JOHN M. LELY, Esq., Barrister-at-Law. Vol. I. THE LAW OF RAILWAYS, &c. H. Sweet & Sons.

In the present edition Mr. Lely has divided Hodges into two parts; the present volume comprising the text of the treatise, and the second volume is to contain the statutes and rules and forms, and standing orders of both Houses. The main feature of the new edition is, of course, the Railway and Canal Traffic Act of last year, the various sections of which are carefully incorporated with the text. We find the recent cases duly noticed, and a special word of commendation should be given to the tabular statutes of the decisions as to traffic facilities, &c., at pp. 471 and 476. The new edition appears at a very opportune time, and is likely to maintain the reputation of the work.

CORRESPONDENCE.

DEEDS OF ARRANGEMENT ACT, 1887—EX PARTE MILNE.

[To the Editor of the Solicitors' Journal.]

Sir,—I am glad to see, from a paragraph in your journal to-day, that the recent decision of Cave and Charles, JJ., in *Ex parte Milne, Re Batten* (37 W. R. 303), under the Deeds of Arrangement Act, 1887, is to be appealed against. At the same time it appears to me that a great deal of misapprehension exists as to the effect of that decision, and that it does not go to anything like the length that it is generally supposed to do.

Most practitioners with whom I have discussed the point seem to think that the case decides that the mere signature of a deed by creditors after registration will avoid the deed, and that, as it is impossible in the great majority of cases to get all the signatures within the seven days allowed for registration, it practically makes private arrangements by deed nugatory.

Now I do not read the case as deciding anything of the sort. To my mind, in order to appreciate the real effect of the case we must closely examine the exact expressions used in naming the parties to the deed. These are, according to the report of the case in the *Weekly Reporter*, first, the debtor; secondly, the trustee; thirdly, the committee of inspection; and, fourthly, "the several persons, companies, and firms whose names are hereunder signed and affixed, being creditors of the debtor, and all other creditors acceding hereto." In the report of the case which appeared in the current volume of the SOLICITORS' JOURNAL (*ante*, p. 235) the above statement of the parties to the deed does not appear, and hence apparently the misapprehension which I think has arisen.

To my mind the decision may be perfectly correct upon the facts of that case (but even that I venture to doubt, and am glad we are to have the decision of the Court of Appeal thereon), yet it will only affect a very small percentage of deeds heretofore in use. The general form of stating the parties of the 4th part I find to be something as follows:—"The several persons, companies, and firms whose names are specified in the first column of the schedule hereunder written, being creditors of the debtor." Now the difference between the two expressions in *italics* is, I think, very great. In the former case the signing and affixing of the signatures of the creditors respectively is necessary to make such creditors parties to the deed and entitled to the benefit thereof. It is, therefore, a reasonable deduction to hold that they must be so made parties before registration, and that their being added afterwards materially alters the deed, and so renders it

void. But in the latter case all that is necessary is to take care to append a complete schedule of creditors to the deed before registration, and it follows that whether the creditors execute it before or after will not affect the question of its validity.

HENRY P. JONES.

29, Booth-street, Manchester, March 16.

COUNTY COURTS ACT, 1888.

[To the Editor of the Solicitors' Journal.]

Sir,—I think it may be of advantage to the profession if you would discuss in your valuable journal the principle, and scale, on which costs in remitted actions founded on contract, where the plaintiff recovers a sum of £20 or upwards, but less than £50, are to be taxed.

At first you may say there is no principle involved, and the costs must be taxed on the county court scale.

It may, of course, be conceded that such costs are to be taxed on the county court scale, but how, and in what way, is that scale to be applied to the proceedings in the action prior to the period when the order remitting the action is filed at the county court? By section 65 of the County Courts Act, 1888, the costs of the order, and all proceedings previously thereto, shall be allowed according to the scale of costs for the time being in use in the Supreme Court.

By County Court Order 50, r. 7, such scale is not to apply to remitted actions founded on contract where the plaintiff recovers a sum, exclusive of costs, less than £50.

But ord. 50, r. 1, says: In every action in any court all costs shall be taxed by the registrar of such court according to the scale of costs in the appendix.

Is, then, the registrar to tax the costs of a remitted action founded on contract, where above £20 and less than £50 is recovered, on the principle that he is to allow the plaintiff the cost of each step taken in the superior court in accordance with column B of the county court scale of costs, so far as the items set forth in such column B are applicable to such steps, or is he to disallow the costs of all proceedings taken in the superior court, and only allow the costs of such imaginary steps as would have been taken if the action had been commenced in a county court, seeing that the plaintiff is at liberty to sue in either court?

The marginal note to section 116, County Courts Act, 1888, is "costs where not recoverable in High Court." What is the effect of the wording of this section on the question above referred to? Is the proper time for obtaining a certificate for costs in accordance with the Supreme Court scale when the order remitting the action is made in chambers, or, under ord. 22, r. 10, can the county court judge, having regard to section 116 above referred to, make such order as to costs as he may think fit? The scale of costs, column B, allows a fee for attendance on a summons in chambers, instructions for affidavit, drawing, and attendance on deponent being sworn.

Again, assume that the registrar taxes off all the costs of the proceedings in the High Court, and the solicitor, having regard to the proviso in section 116 above referred to, claim from his client the costs so taxed off as costs between solicitor and client, and such costs come before the registrar for taxation, is the registrar to disallow, as between solicitor and client, such costs, or is he to allow them (*vide* heading to scale) as against the client, but disallow them as between party and party?

March 20.

COUNSEL'S RETAINERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Some of the rules relating to counsel's retainers are not well known, and as they are far from satisfactory, and in some instances throw a most unnecessary expense on a litigant, I venture to call your attention to one or two points, and to the inconsistencies and difficulties occasioned by the present system.

Retainers add very considerably to the cost of litigation, and practically no services are performed for the outlay, therefore one would think that the payment of a very nominal fee would be sufficient to insure a litigant, or a possible litigant, having the first call upon certain counsel's services. But, as a fact, I believe, if a client wishes to generally retain the services of a Queen's Counsel through the courts he must give, before litigation begins, a general retainer of five guineas, and in the case of some counsel I believe it is considered necessary to give a double retainer, so as to cover both the Chancery and Queen's Bench Divisions. But here again these fees, whether single or double, would only cover the courts of first instance and Court of Appeal, and in order to secure his counsel in the House of Lords the litigant must give a further general retainer of eleven guineas. Again, should he be likely to go to the Privy Council at any time, another general retainer of eleven guineas is requisite. This makes a total sum of thirty-two guineas (to which

may be added special retainers) a very pleasant amount for a counsel to receive, but an unsatisfactory sum for a client to have to pay. I should have thought that one general retainer ought to be sufficient, and should include all the courts, the Privy Council, and the House of Lords, and that separate retaining fees before the two last-mentioned tribunals should be abolished.

With regard to the unsatisfactory way in which the present system works, I would point out that on some occasions a counsel who has been generally retained, who has also had a special retainer and argued for a client in a case in the court of first instance and in the Court of Appeal, has received from his previous opponents a general retainer for the House of Lords, and under such retainer his services have been retained, and he has argued against the cause he previously supported in the two courts below. As to the morality of solicitors seeking to retain an opponent's counsel, or of a counsel under such circumstances accepting a brief and arguing against the case he has previously supported upon such a general retainer, I do not wish to express an opinion, as no doubt both parties are acting within their strict rights under the very bad rules relating to retainers. But I am quite sure that the public, apart from lawyers, would be surprised at the idea of such a thing being possible, and that the transaction would not be regarded with favour or as creditable to the legal profession. The net result of this rule is that a litigant who may have occasion to appeal to the House of Lords must expend eleven guineas in a general retainer and two guineas in a special retainer so as to be certain that the counsel representing him in the courts of appeal and first instance (who have received fees, moreover, in those courts for arguing his case besides general and special retaining fees) can continue to represent him and not argue against him in the House of Lords.

In a recent case the manufacturers of an article had given general retainers to counsel. The owner of a patent alleged that the article was an infringement. He wished to employ the counsel generally retained by the manufacturers, but his general retainers were subsequent in date. To avoid the effect of priority the patentee sued a purchaser of the manufactured article. The purchaser brought the manufacturers into the proceedings as third parties, and the latter defended such proceedings and claimed their counsel generally retained. The Attorney-General, to whom the question was referred, held that the patentee was entitled to the services of the counsel. This decision practically does away with the benefit of general retainers given by manufacturers who may have their manufactured articles attacked by a patentee, as the patentee can always avoid the operation of prior retainers by suing the user of the article.

I have no doubt many other inconsistencies exist with reference to retainers, and I cannot help thinking that if the Bar Committee and Council of the Incorporated Law Society were to take the matter in hand they would easily formulate some rules which would work more satisfactorily than the present ones. I would suggest that one general retainer should cover all tribunals, and that a counsel who has had one special retainer in a case, or held a brief in a case, should be bound, before acting for the other side in the same case in the House of Lords, to tender his services to his first client.

Reasons for the existing rules, no doubt, can be given, and I dare say very interesting, and possibly, in bygone times, good ones. But I venture to submit that no good reasons can now be given for the continuance of such rules, and the sooner they are altered the better. Retainers, I imagine, were originated for the benefit of the client, and not of the bar, and I trust that something will be done to place them on a more satisfactory footing.

A.

STAMPS ON ASSIGNMENTS OF LIFE POLICIES.

[To the Editor of the Solicitors' Journal.]

Sir,—“H. B.” calls attention to section 19 of the Customs and Inland Revenue Act, 1888, which enacts that “no payment shall be made to any person claiming under any such assignment (of a policy of life assurance) unless the same is duly stamped,” and adds that the insurance companies “should not be asked to assist in defrauding the Inland Revenue.”

The company acting up to these principles should carry them further, and pay the amount of the stamp duty and penalty as “conscience money” out of the money in hand. As in the case in point the assignment is indorsed on the policy, which would be handed over, a receipt for the surrender value (£12 1s. 9d.) might be dispensed with.

HARMER STEELE.

21, College-hill, London, E.C., March 18.

A vacancy has been caused on the Guernsey judicial bench by the sudden death of Mr. George Allez, one of the jurats of the Royal Court. The deceased gentleman, who was in his sixty-seventh year, was elected to the honorary office which he so ably filled in 1870, and was held in the highest esteem by the community at large.

NEW ORDERS, &c.

PAY OFFICE OF THE SUPREME COURT.

The following circular letter has been sent to the principal solicitors and bankers who have business relations with the Pay Office:—

Pay Office of the Supreme Court, London, W.C.,
16th March, 1889.

Sir,—It may be a convenience to you to know that the work of this office will be rearranged at the close of the current month; and that the new distribution of accounts will be as follows:—

The accounts arising out of Chancery suits and matters will be dealt with in four divisions, viz.:—

		Room for Payment.
1st Division, A to C	...	57
2nd " D to H
3rd " I to Q	...	58
4th " R to Z
5th " { Lunacy Accounts and Public Works, &c. }	(lately occupied by the Bank of England).	In Room 47

The term "Public Works, &c." will include accounts of funds connected with Parliamentary undertakings—*e.g.*: Railways, Tramways, Canals, Docks, Waterworks, Gas Companies, &c.; also Municipal Corporations and other local Authorities, Colleges, Charities, Land Commissioners, and Public Bodies of Trustees.

These changes are intended to simplify the classification of Accounts, to concentrate payments as far as possible, and to provide better accommodation for the public.—I am, your obedient servant,

W. HENRY WHITE, Paymaster.

THE LOCAL GOVERNMENT ACT, 1888.

To the Provisional Council for the administrative County of London, to the Metropolitan Board of Works, and to all others whom it may concern.

Whereas, application has been made to us, the Local Government Board, by the Provisional Council for the administrative County of London to appoint the 21st day of March instant as the appointed day in the said county in reference to such of the provisions of the Local Government Act, 1888, as relate to the transfer to the London County Council of the powers, duties, property, debts, and liabilities of the Metropolitan Board of Works and to the officers of the Board; to appoint the said 21st day of March as the day on which the said Provisional Council shall become the County Council in regard to the above-mentioned provisions; and to direct that the first meeting of the London County Council shall be held on the 21st day of March instant, anything in the said Act or in the Acts incorporated therewith as to notice or otherwise to the contrary notwithstanding. Now, therefore, we, the Local Government Board, in pursuance of the powers given to us by the Local Government Act, 1888, in that behalf, hereby order as follows:—

Article I.—In reference to such of the provisions of the said Local Government Act as relate to the transfer to the London County Council of the powers, duties, property, debts, and liabilities of the Metropolitan Board of Works, and to the officers and servants of the Board, the appointed day in the administrative County of London shall be the 21st day of March, 1889.

Article II.—In regard to the above-mentioned provisions, the Provisional Council for the said administrative county shall become the London County Council on the said 21st day of March, 1889.

Article III.—The London County Council shall hold their first meeting on the 21st day of March, 1889, anything in the said Act or in the Acts incorporated therewith as to a notice or otherwise to the contrary notwithstanding.

Given under the seal of office of the Local Government Board this 19th day of March, in the year 1889.

CHAS. T. RITCHIE, President.
HUGH OWEN, Secretary.

In the course of his charge to the grand jury at the Glamorganshire Assizes on the 14th inst., Mr. Justice Grantham said he was sorry that in the capital county of the Principality, as in other parts of Wales, while there was no doubt great immunity from general crime against person and property, there was one class of crime which the people did not seem to regard as such, and by reference to which some of his learned brethren had given great offence. But it was no use for people to shut their eyes to facts which were clear, and there was no doubt that it had been brought home clearly to him since he had been in the Principality that the crime of perjury was remarkably rife. He had been through several counties in South Wales and had nothing to try in ordinary crime at all, but he had had a great deal of perjury, and it was the same in North Wales as in the South. At the present assizes, though there were only fourteen or fifteen cases to be tried, there were three, four—even five or six—of them on charges of perjury of a character which, somehow or another, were very rife in this part of the country. He did not know why it should be, but the fact remained, and in Wales it was peculiar that this perjury and forgery had reference to willed property and money. He himself had had to try cases between relatives who committed the grossest perjury.

CASES OF THE WEEK.*

Court of Appeal.

ARNISON v. SMITH—No. 2, 20th March.

R. S. C., LVIII, 4—APPEAL—FRESH EVIDENCE—"SPECIAL GROUNDS."

This was an application by appellants for leave to adduce fresh evidence on the hearing of their appeal. The action was an action of deceit, brought by fifty-four plaintiffs against the promoter and the directors of a company, to recover damages for an alleged misrepresentation contained in a prospectus of the company, by which the plaintiffs respectively had been induced to subscribe for debenture stock of the company. The plaintiffs were all represented by one solicitor, though many of them had not previously been his clients. At the trial twelve of the plaintiffs, by reason of illness, did not attend, and could not, therefore, be called to prove that they had acted on the faith of the representations contained in the prospectus. No evidence was given on their behalf. Their solicitor was informed for the first time while the trial was in progress that these plaintiffs would be unable to attend, and he had not then time to procure affidavits from their medical attendants before the trial was concluded. With regard to the other plaintiffs, Kekewich, J., held that the misrepresentation had been proved, and that those plaintiffs had also proved that they had acted on the prospectus, and his lordship gave judgment for them. As regarded the twelve plaintiffs, the action was dismissed. The twelve plaintiffs gave notice of appeal, and they now asked that they might be at liberty, on the hearing of the appeal, to give evidence *videlicet* on their own behalf to support their case, on the ground that they were unable, through illness and other unavoidable causes, to attend and give evidence on their own behalf at the trial.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) refused the application. COTTON, L.J., thought that there were no "special grounds" for allowing fresh evidence to be adduced. The case was not like one in which a plaintiff had given some evidence in support of his case, but by some slip he had not proved all which was necessary in order to make out his case. These plaintiffs had not given any evidence at the trial, and it would be a very dangerous precedent to allow a case to be tried for the first time in the Court of Appeal. The plaintiffs did not choose to attend to their own case, or to see that their solicitor was properly instructed. Under the present practice a number of plaintiffs who had separate causes of action could join together in one action, but each of them stood in an independent position. The mere fact that they had adopted this form of action was not a "special ground" for admitting fresh evidence on the hearing of an appeal. The case was not within the spirit of the rule. It might, possibly, be that, when the appeal came on to be heard, the court would be able to direct that the dismissal of the action as regarded the twelve plaintiffs should be without prejudice to their bringing a fresh action. His lordship only threw that out as a suggestion. LINDLEY and LOPES, L.J.J., concurred.—COUNSEL, Neville, Q.C., and *Owens*; *Farwell*. SOLICITORS, E. Kimber; Burn & Berridge.

ROBINSON v. KILVERT—No. 2, 15th March.

LANDLORD AND TENANT—WARRANTY—FITNESS OF DEMISED PREMISES FOR PARTICULAR BUSINESS—NUISANCE.

In this case a question of warranty arose as between landlord and tenant. On the 28th of February, 1887, the defendants agreed to let to the plaintiff the ground floor of a warehouse at Manchester for the term of seven years from the 25th of March of that year. The plaintiff, as the defendants were aware, took the premises as a warehouse for paper and twine. Before entering into the agreement the plaintiff inspected the cellar below, to ascertain whether the floor of the room would be strong enough to bear the weight of his goods. He saw a boiler there, and, according to his evidence, he told one of the lessors that it would not do for them to use the boiler, because it would dry his paper. The lessor replied that the boiler would probably never be used again, except for lighting the warehouse with electricity. The lessor denied that he made this statement. The plaintiff saw that there was no ceiling to the cellar. The plaintiff went into possession of the ground floor of the warehouse, and had since carried on there the business of a paper and twine merchant. No formal lease was executed. In September, 1887, the defendants commenced carrying on the business of paper box makers in the cellar below the plaintiff's premises, and in doing so they used the boiler and some steam piping in connection with it. The result was to heat the plaintiff's premises so that sometimes the temperature of the floor rose to 80°. The plaintiff complained that this heat injured his paper by making it too dry. The plaintiff claimed an injunction to restrain the defendants from heating and drying the air in his premises so as to cause damage to him in his business, and he also claimed damages. Bristowe, V.C., held that no warranty, express or implied, had been given by the defendants to the plaintiff that the premises were fit for the purpose of his business, and he dismissed the action.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., said that the Vice-Chancellor had decided that there was no warranty by the defendants, express or implied, that the premises were fit for purpose of the plaintiff's business. But the case had been put before the Court of Appeal in a somewhat different way. It was said that the defendants were committing a nuisance, and also that they were interfering with the plaintiff's proper user of his premises. If the heat

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

coming from the defendants' pipes to the plaintiff's premises had interfered with an ordinary user of them, it might have been a nuisance. But it had never been held that, when a person was doing something which was not in itself noxious or a nuisance, it became a nuisance because it caused injury to some particular person or trade. It would be wrong to say that a man committed a nuisance by doing something which was not in itself noxious, merely because he caused injury to some particular trade, when that which he was doing did not interfere with the ordinary enjoyment of life and the carrying on of an ordinary trade. Then it was contended for the plaintiff that there was an implied covenant by the defendants, of which they had committed a breach. The covenant suggested was one for quiet enjoyment, or not to interfere with the plaintiff's user of the demised premises. The evidence shewed that, when the plaintiff took the premises, he said that he should use it as a paper warehouse. That indicated that the defendants knew that the plaintiff would use the warehouse for the purpose of storing paper. But there was nothing to indicate that the plaintiff would carry on trade in the particular kind of paper in which he did—namely, brown paper and tissue paper. As to tissue paper, however, it did not appear that any injury was done to it by the heat, nor would the heat be injurious to the business of an ordinary paper merchant. But brown paper was rendered brittle by dryness and lost weight. That, however, was not known to the defendants. The plaintiff could not, therefore, establish an implied covenant on the defendants' part. If the plaintiff when he took the premises saw the boiler and found that the temperature was normal, he should have stipulated against any raising of the temperature of his floor. But he had not done this, and he must see if he could not in some way prevent the heat from the defendants' pipes reaching the paper in his warehouse. In his lordship's opinion the decision of the Vice-Chancellor was perfectly right. *LINDLEY and LOPES, L.JJ., concurred.*—COUNSEL, *Henn Collins, Q.C., and Hopkinson; Crakanthorpe, Q.C., and Maherty.* SOLICITORS, *Chester & Co; T. E. Jones, Manchester.*

BOLTON AND PARTNERS (LIM) v. LAMBERT—No. 2, 18th March.

PRINCIPAL AND AGENT—CONTRACT BY AGENT WITHOUT AUTHORITY—SUBSEQUENT RATIFICATION BY PRINCIPAL—PREVIOUS REPUTATION BY OTHER PARTY TO CONTRACT—RELATION BACK OF RATIFICATION.

An important question arose in this case as to the effect of the ratification by a principal of a contract entered into by an unauthorized agent, the contract having been meanwhile repudiated by the other party to it. The action was for specific performance of a contract to accept a lease. In December, 1886, the plaintiffs were the holders of a lease for ten years, from March, 1884, of some sugar works. On the 8th of December, 1886, the defendant wrote to the company, offering to take a lease of the premises for the remainder of the term at an annual rent of £3,500. On the 13th of December one of the directors of the company wrote to the defendant that the directors accepted the offer, and that the company's solicitor had been instructed to prepare the necessary documents. Some correspondence ensued, and on the 13th of January, 1887, the defendant wrote to the company that he withdrew his offer. On the 17th of January the plaintiffs issued the writ in this action, claiming specific performance of the agreement contained in the letters of the 8th and 13th of December. At the time when the letter of the 13th of December was written the director had no authority to accept the defendant's offer on behalf of the company, and his acceptance was not ratified by the company till after the 13th of January, 1887. The defendant insisted (*inter alia*) that he had power to withdraw, and had withdrawn, from the contract before it was made binding by any ratification on the part of the company. *Keke-wich, J.*, held that the ratification related back to the date of the original acceptance by the director, and gave judgment for specific performance.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. *COTTON, L.J.*, said that the rule was well known that, when an act was done by a man who professed to act as an agent, and his act was afterwards ratified by the principal, that ratification was thrown back to the date of the act done by the agent, and he was placed in the same position as if he had actually had the authority at the time. His lordship referred to *Hogedern v. Oliver* (2 Ma. & Sel. 485) and *Ancona v. Marks* (7 H. & N. 686). Of course, the rule was subject to several exceptions. An estate once vested could not be divested by the operation of a ratification, and the ratification could not be thrown back so as to make the act of a person unlawful and tortious. His lordship referred to *Walter v. James* (L. R. 6 Ex. 124), *Bird v. Brown* (4 Ex. 786), and *Lyell v. Kennedy* (18 Q. B. D. 799) as exceptions to the general rule, but said that those cases did not support the defendant's contention. The proper view was, that the letter of the 13th of December made a contract, subject to its being shown that the director had authority to bind his principals. If that were not shown, there would be no contract on the part of the company at all. As soon as there was authority in the director to bind the company it was thrown back and prevented the defendant from withdrawing his offer, because it was no longer an offer, but a contract binding the company. The case, so far as his lordship knew, was new, but the principle was established. *LINDLEY, L.J.*, was of the same opinion. The question was, What was the consequence of the withdrawal of his offer by the defendant after the acceptance by the agent, but before ratification by the principals? It was said, on the one hand, that the ordinary principles of contract applied; that the offer could be withdrawn before acceptance. As a general proposition that was true. But the question here was, not whether a mere offer could be withdrawn, but whether, when there had been an acceptance in fact, though by a person not then authorized, the contract could be withdrawn from? He could find no authority for the proposition that it could. But the argument for the defendant turned

on this, that the acceptance went absolutely for nothing. That the acceptance did not go for nothing was apparent from *Walter v. James* (L. R. 6 Ex. 124). *LOPES, L.J.*, said that, if there had been no withdrawal of the defendant's offer, the ratification by the plaintiffs would have related back to the time of the acceptance of the offer by the director, and the plaintiffs would have adopted a contract made on their behalf. It was said that there was no contract that could be ratified, because the director, at the time he accepted the defendant's offer, had no authority to act for the plaintiffs. But, as soon as the director, on behalf and in the name of the plaintiffs, accepted the original offer, his lordship thought there was a contract made by him assuming to act for the plaintiffs, subject to proof by the plaintiffs that the director had their authority; as soon as they proved that, the doctrine of ratification applied, and gave the same effect to the contract as it would have had if the director had been clothed with a precedent authority to make it. If he had acted under a precedent authority, the withdrawal of the offer by the defendant would have been inoperative, and it was equally inoperative when the plaintiffs had ratified and adopted the contract of their agent. To hold otherwise would be to deprive the doctrine of ratification of its retrospective effect. To use the words of *Martin, B.*, in *Brook v. Hook* (L. R. 6 Ex. 96), the ratification would not be "dragged back, as it were, and made equivalent to a prior command."—COUNSEL, *Seward Brice, Q.C., and T. Robton; Warrington, Q.C., and Chadwey Healey.* SOLICITORS, *Smith & Leaver; Spencer Whitehead.*

High Court—Chancery Division.

Re COOK, COOK v. COOK—North, J., 18th March.

WILL—CODICIL—PROPERTY COMPRISED—WILLS ACT, 1837, s. 24—CONFIRMATION OF CODICIL BY SUBSEQUENT CODICIL—CHANGE IN SUBJECT-MATTER OF GIFT.

In this case a question arose as to the operation of section 24 of the Wills Act, which provides that "every will shall be construed, with reference to the real estate and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator." A testator had granted a lease of some property to his sons, with an option to purchase it at a specified price and on certain terms. By the first codicil to his will he recited the lease, and directed that, in case his sons should exercise the option, they should be at liberty to pay the purchase-money in certain instalments, instead of in one sum. After the execution of this codicil the lease was surrendered by the sons, and a new lease was granted to them by the testator of the property comprised in the first lease, together with some additional property, at a rent and on terms differing from those of the first lease. The new lease also gave the sons an option to purchase the property comprised in it on somewhat different terms. After the date of the second lease the testator executed a second codicil, by which he simply confirmed the first codicil. The question was whether the provision in the first codicil as to the payment of the purchase-money in the event of the exercise of the option to purchase applied to the option given by the new lease. It was contended on behalf of the sons that it did—(1) on the ground that, by virtue of section 24, the first codicil must be taken to speak as regarded the property comprised in it from immediately before the testator's death; and (2) on the ground that the confirmation of the first codicil by the second had the effect of extending the operation of the first codicil to the lease which existed at the date of the second—in other words, that the effect was the same as if the second codicil had recited the second lease and had contained a direction similar to that contained in the first.

NORTH, J., overruled both these contentions, and decided that the sons were not entitled, with regard to the option of purchase contained in the second lease, to the benefit of the provision contained in the first codicil. As to the first point, he said that the gift by the first codicil was made in the event of the sons exercising an option which, at the time of the testator's death, had ceased to exist, and could not have been exercised. The first codicil could not apply to a new option on different terms. What, then, was the effect of the confirmation by the second codicil? When the subject-matter of a gift had ceased to exist, a mere confirmation of the gift would not have the effect of setting up the gift again so as to make it operate upon a new subject-matter.—COUNSEL, *Coomes-Hardy, Q.C., and Maitlow; Crakanthorpe, Q.C., and Farwell.* SOLICITORS, *Thompson, Brooks, & Danby.*

JENNEY v. MACKINTOSH—North, J., 18th March.

DEFENDANT OUT OF JURISDICTION—ORDER FOR SERVICE OUT OF JURISDICTION—ARRANGEMENT MADE WITH OTHER DEFENDANTS BEFORE TRIAL—POWER TO TRY ACTION AGAINST DEFENDANT OUT OF JURISDICTION ALONE—QUESTION OF FOREIGN LAW—DEFENCE STRUCK OUT FOR DEFAULT IN ANSWERING INTERROGATORIES—R. S. C., XI., 1 (g); XXXI., 21.

A question arose in this case as to the operation of an order for service of the writ in an action on one of the defendants, who was a British subject residing in Trinidad, the other defendants being in England. The order for service was made under rule 1 (g) of order 11, which enables the court to allow service of a writ out of the jurisdiction when "any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction." The defendant was served in Trinidad, and he appeared and delivered a defence. Before the action came on for trial the plaintiff had made arrangements with the other defendants, and the action came on for trial against the defendant who was out of the jurisdiction alone.

NORTH, J., at first felt some doubt whether he had jurisdiction to try the action, but ultimately he came to the conclusion that, the order for

service out of the jurisdiction having been properly made at the time when it was made, and the defendant having been properly served under it, the operation of the service did not cease by reason of what had since happened. [This view appears to agree with what was said by the Court of Appeal in *Massey v. Heynes* (21 Q. B. D. 330, 32 SOLICITORS' JOURNAL, 627).]

Another point in the case arose thus. The action was brought to enforce against real estate in Trinidad the trusts of a creditors' deed executed by an English debtor who owned some real estate in Trinidad. The execution of the deed was not, however, attested in the mode required by the law of Trinidad, and it was, therefore, ineffectual to pass the legal estate in land situate there. The debtor was dead. He had made a will, but had died intestate as to real estate. The plaintiffs had established their rights under the deed in a suit in the Court of Chancery as against the testator's executors. The defendants to the present action were the persons in whom the legal estate in the land in Trinidad was vested. The plaintiffs alleged in their statement of claim (in accordance with an opinion which they had obtained from a barrister practising in Trinidad) that, according to the law of that colony, the beneficial interests in the land of the testator, and all persons who claimed through him, were bound by the creditors' deed. The Trinidad defendant, by his defence, denied this allegation. His defence was afterwards struck out, under the provisions of rule 21 of order 31, because he had failed to comply with an order that he should answer interrogatories delivered by the plaintiffs. That rule provides that, if a defendant fails to comply with an order to answer interrogatories, he shall be liable "to have his defence, if any, struck out, and to be placed in the same position as if he had not defended," and that an order to that effect may be made on the application of the party interrogating. It was argued on behalf of the plaintiffs that, the defence being struck out, the defendant must be taken to have admitted the plaintiffs' allegations, and, that being so, there was nothing but a dry legal estate vested in the defendant, and the court would, as the plaintiffs asked, make an order vesting the estate in them, and direct a sale for the purpose of carrying out the trusts of the deed.

NORTH, J., declined to do this at present. If he were to pronounce the judgment asked for, he might be doing great injustice to the defendant. The court was asked, in effect, to decide the legal question as to the effect of the law of Trinidad. A question of foreign law was a question of fact, and he did not think the question had been sufficiently proved in the present case to justify him in concluding it now. The defendant had denied that the law was what the plaintiffs alleged it to be, and, though the defence had been struck out, it was struck out for a collateral reason only, not because it was wrong. It would be better that the legal question should be determined in Trinidad. The action must stand over generally with the view of proceedings being taken in Trinidad, and without prejudice to such proceedings. Liberty to apply would be given.—COUNSEL, *Napier Higgins, Q.C., and Medd.* SOLICITORS, *Maples, Teesdale, & Co.*

Re MEDLAND, ELAND v. MEDLAND.—North, J., 16th March.

TRUSTEE—INVESTMENT OF TRUST ESTATE—MORTGAGE SECURITY BECOME INSUFFICIENT—DUTY OF TRUSTEE TO REDUCE AMOUNT OF MORTGAGE DEBT—APPLICATION OF TWO-THIRDS RULE—DISCRETION OF TRUSTEE—JURISDICTION OF COURT—ORIGINATING SUMMONS—COSTS—R. S. C., LV., 3.

This was an originating summons by one of the trustees of a will, as plaintiff, against the other two trustees, as defendants, asking that a question arising in the administration of the trusts of the will might be determined by the court—viz., whether the trustees ought to take any, and, if so, what, steps to call in, or otherwise with respect to, certain mortgage securities, for the respective principal sums of £2,000, £1,550, and £2,400, and interest, being part of the investments representing a sum of £10,000 held by the trustees upon trusts declared by the will. The testator bequeathed the residue of his personal estate to three trustees, his wife and his son (the defendants) and the plaintiff, on trust, in the first place, to appropriate, out of any securities which he might hold at his death, such securities of the nominal value of £10,000 as might be selected by his wife; and upon trust to pay the income of the selected securities to her during her life or widowhood; and, after the determination of that trust, he directed that the £10,000, and the securities representing it, should fall into the residue of his estate, which he gave equally between his son (the defendant) and his daughter. He empowered his trustees to permit such part of his personal estate as might at the time of his death be invested upon any security yielding interest to continue in the same state of investment so long as they should think fit; and he declared that his trustees should not be answerable for any loss which might be sustained by reason of the insufficiency of any security on which any portion of his personal estate might be invested at the time of his death, and of their continuing the same in that state of investment. The will contained no power for the trustees to vary investments. The testator died in December, 1872, and after his death the widow selected certain of his securities to satisfy the legacy of £10,000, and on the 27th of June, 1873, she and the other trustees executed a deed poll appropriating the securities so selected accordingly. Among the securities thus selected were the three mortgages now in question. On the 1st of June, 1875, the daughter married, and on the previous day a settlement of her interest under the will was executed. There were three trustees of this settlement, the plaintiff and the brother being two of them. The third trustee was not made a party to the summons. On the same day another deed was executed by the widow, the son, the daughter, and her intended husband, giving the trustees of the will power to invest the £10,000 on the securities mentioned in that deed, and to vary the investments. The three mortgages in question were upon agricultural land, and, though the interest upon them had been regularly paid by the mortgagors, the land had very much

diminished in value, so as to form a much less sufficient security for the mortgage money than it did at the time when the money was originally advanced. A valuation had been made in October, 1888, and the valuer had reported that the land comprised in the mortgage for £2,000 was worth only £1,800; the land comprised in the mortgage for £1,550 only £1,665; and the land comprised in the mortgage for £2,400 only £2,340. The plaintiff had insisted that steps ought to be taken at once to reduce the amount of the mortgage debt in each case to not more than two-thirds of the present value of the property. The other trustees considered that they had a discretion, and that a less reduction would be sufficient. It was objected, on behalf of the defendants, that there was no jurisdiction to determine the question on an originating summons, and that the court ought not, at the instance of one trustee, to interfere with the discretion given by the will to the trustees, and thus, in effect, to take away the discretion from them.

NORTH, J., held that he had the same power to determine the question on an originating summons as he would, under the old practice, have had in an administration action. He thought that under the will the trustees, notwithstanding the appropriation of the mortgages to the £10,000 legacy, had a discretion as to calling them in. But he did not think it was their duty, so soon as the value of the security fell below the two-thirds limit, at once to take steps to call in or reduce the amount of the mortgage debt. The object of the two-thirds rule was to provide a margin to cover fluctuations in value of the property. He did not think that a diminution in the value of the property, bringing it to a little above the amount of the mortgage debt, would be a ground for at once calling it in. On the other hand, if the value should fall to one-third of the amount of the debt it might be the duty of the trustees to call in the debt. It would be their duty, when they found that the security was becoming insufficient, to consider what was the best thing to be done for the estate, and this might depend upon whether the mortgagor was insolvent, or was a wealthy man well able to pay off the debt. The matter must be dealt with by practical men. In the present case his lordship thought that the trustees had not acted together as much as they ought to have done, though he was satisfied that the plaintiff had not taken a reasonable view. His lordship was not now in a position to say exactly what ought to be done, and he must direct an inquiry in chambers what ought to be done with the three mortgage securities. He was satisfied that he had jurisdiction to do this. He felt bound to give the trustees any assistance which he could, but, all the beneficiaries not being before the court, he could not do so at the expense of the trust estate. He should make no order as to costs.—COUNSEL, *Napier Higgins, Q.C., and Vaughan Hawkins; Cecens-Hardy, Q.C., and Hornell.* SOLICITORS, *Palmer, Eland, & Nettleship; Hopgood & Dousson.*

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The sixty-second half-yearly general meeting of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 20th inst., Mr. GEO. BURROW GREGORY in the chair.

The SECRETARY read the minutes of the previous meeting, and the following report, as circulated among the members present, was taken as read:—Since the report, in October, 1888, 32 new members have joined the association, making a total of 3,142; of these 1,127 are life, and 2,015 annual subscribers. 51 life members are also contributors of annual subscriptions ranging from one to ten guineas each. During the six months ending December 31st, 1888, the receipts from all sources amounted to £2,021 9s., of which the following is a summary:—life subscriptions £132 6s., new annual subscriptions £34 13s., donations £61 9s., arrears £26 5s., renewals £879 18s., dividends £686 18s., legacies £200. The board gratefully acknowledge the sum of £100 remitted by Messrs. Arkcoll & Cockell, solicitors, from the executors and trustees of the will of the late Miss Louisa McKellar, of Argyll Lodge, Clapham Park. A sum of £100 given by the will of the late Mrs. Sara Austen, of London, is also thankfully acknowledged. As empowered by the 4th rule, the board have admitted Mr. A. R. Harding, of London, one of the executors, as an honorary life member of the association. The total capital on December 31st, 1888, consisted of £47,897 16s. 11d. Stock, in addition to the sum of £5,263 19s. 10d. now pertaining to the Reardon Bequest. During the half-year 90 grants were made from the funds, amounting to £1,750. Of this sum 15 members' families received £645, while 20 non-members and 55 non-members' families received £1,105. The sum of £75 was also paid to annuitants from the income of the late Miss Ellen Reardon's Bequest; £14 to the recipient of the "Hollams Annuity"; and £15 to the recipient of the "Victoria Jubilee Annuity." These grants, together with the amounts recorded in the last half-yearly report, make a total of £4,066 given in relief by the association during the year 1888; this is by far the largest sum yet awarded in a similar period, and indicates the growing demands upon the funds. Careful inquiry is made into the merits of each applicant, and the board would again ask all members to assist in this direction. The fourth annual report of the Cardiff committee has been received. The committee trust that the recent depression is passing, and that further new subscriptions will be obtained in the current year. The successful efforts hitherto made at Cardiff will, it is hoped, induce members in other large centres to form similar organizations on behalf of the association. On December 31st, 1888, a balance of £131 9s. 5d. remained to the general credit of the association at the Union Bank of London, together with £27 8s. 4d. belonging to the Reardon Trust Account. The directors have to record the resignation of their valued colleague, Mr. James Banner Newton, of Liverpool, in whose place they have elected Mr. Frederick

Marton Hull, of Liverpool. Mr. Adolphus Grimwood Taylor, of Derby, has also been elected to fill a vacancy on the board. The board announce with much pleasure that Sir Arnold William White has kindly accepted their invitation to preside at the twenty-ninth anniversary festival of the association, to be held on Thursday, June 27th, 1889, at the Hôtel Métropole. Many subscribers are lost annually through death and other causes, and the festival affords an opportunity for obtaining new supporters; the co-operation of the profession on this occasion is therefore earnestly hoped for.

The CHAIRMAN, in moving the adoption of the report, said he hoped the report of the directors would be considered a satisfactory one; it showed that much useful work had been accomplished. In the half-year assistance had been granted amounting to £1,854, which, together with the grants of the previous half-year, make up the large sum of £4,066 given in relief during the year 1888. He (the chairman) would like to see a larger sum recorded from new life and annual subscriptions, and did not think the immense benefits conferred by the society were properly understood in the profession. A reference to the amounts given away to families of those who had paid but a small sum in subscriptions showed what substantial help had been afforded. Subscribers should know that if their families should unhappily be left in distress, there is a fund to make some provision for them, and, on the other hand, subscribers whose widows and orphans are never likely to want will always have the satisfaction of having contributed for the benefit of others in the same profession. In and out of season, it would be his (the chairman's) pleasure to plead on behalf of the association. It was satisfactory to note that two legacies had been received during the half-year and added to the invested capital. Of the amount given in relief, he was sorry that so much went to cases in the non-members' class, but many distressing claims were presented, and after satisfying the members' applications the board felt obliged to use their surplus funds in the non-members' grants.

Mr. JOHN TARRY having seconded the motion, the report was unanimously adopted.

Mr. R. WALL WALL proposed a vote of thanks to the directors and auditors for their services during the past half-year; this was seconded by Mr. C. M. BARKER and carried unanimously.

A vote of thanks to Mr. G. B. Gregory for presiding brought the proceedings to a close.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 12 at 7 p.m., at the Law Institution, Chancery-lane, London.—Mr. E. J. C. Savory in the chair.—The debate—"That the case of *Vagliano Bros. v. Bank of England* was wrongly decided"—was opened by Mr. A. W. Watson, in the affirmative. He was supported by Messrs. Woodhouse, Parker, Winter, and Todd, and opposed by Messrs. Hawtin and Harcourt, jun. Mr. Watson replied, and the motion on being put to the society was carried.

UNITED LAW SOCIETY.—Feb. 18.—Mr. A. M. Lazarus moved:—"That that the decision in *Vagliano Bros. v. Bank of England* was wrong." Mr. J. Samuel Green opposed. The following spoke:—For the motion: Mr. A. K. Common; against: Messrs. Nathan, Miller, Kains-Jackson, and D'Arcy B. Collyer. Mr. Lazarus having replied, the motion was put to the house and lost by four votes.

Feb. 25.—Mr. W. S. Sherrington moved:—"That it is (1) inexpedient and (2) contrary to law that women should sit on the county council." Mr. F. Minchin Voules opposed. The following spoke:—For the motion: Messrs. Le Maistre, Strickland, Miller, and Common; against: Messrs. Ross Brown, McMillan, Aiyangar, and Bull. Messrs. Hartley and Marcus supported the opener on the question of expediency, but agreed with Mr. Voules on the legal point.

March 4.—This evening was devoted to private business.

March 11.—Mr. Marcus moved:—"That the present Government have forfeited all claim to the confidence of the country." He was supported by Mr. Aiyangar and opposed by Messrs. Strickland, Conner, and McMillan. On the motion of Mr. Lazarus the debate was adjourned until next month.

BRISTOL LAW STUDENTS' SOCIETY.—March 12.—Mr. W. D. Watts in the chair.—In the absence of Mr. H. C. Trapnell through illness, Mr. J. L. V. S. Williams moved:—"That no difference should be made in the treatment of political and other prisoners." Mr. C. Knee opposed, and the debate was carried on by Messrs. Bowley, Bayliffe, Grey, Knight, A. Taylor, and Cook. On the motion being put to the vote it was lost by a majority of three.

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM WILDING, solicitor, of Montgomery, died suddenly on the 7th ult. from apoplexy. Mr. Wilding was born in 1824. He was admitted a solicitor in 1847. He was a perpetual commissioner for Montgomeryshire, and he had an extensive private practice. He was for thirty-four years clerk to the Forden Board of Guardians, and he was also formerly clerk to the Forden Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, superintendent-registrar of births, deaths, and marriages for the Forden District, town clerk of the borough of Montgomery, and clerk to the borough and county magis-

trates. Mr. Wilding's death was sudden, but he had been for a long time out of health. He was buried on the 11th ult.

Mr. HENRY STYLEMAN BORRODAILE PREEDY, solicitor (of the firm of Preedy & Lane), of Northampton, Kettering, and Thrapston, died at Northampton on the 22nd ult., after a somewhat long illness. Mr. Preedy was the eldest son of Colonel Preedy, of Fiddbury, Worcestershire. He was born in 1845, and he was admitted a solicitor in 1870. Mr. Preedy was clerk to the Kettering Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, Superintendent-Registrar of Births, Deaths, and Marriages for the Kettering District, and clerk to the Kettering Burial Board and the Burton Lutimer Burial Board. He had been for many years in partnership with Mr. Charles William Lane.

Mr. WILLIAM EDWARD SURTEES, barrister, D.C.L., died at his residence, Tainfield House, near Taunton, on the 18th ult., in his seventy-eighth year, after a long illness. Mr. Surtees was the only son of Mr. Edward Surtees, of Newcastle-upon-Tyne, and was born in 1811. He was educated at Winchester and at University College, Oxford, where he proceeded to the degree of D.C.L. He was called to the bar at Lincoln's-inn in Trinity Term, 1836. He was a magistrate and deputy-lieutenant for the county of Durham, and he was high sheriff in 1866. He was also a magistrate for Northumberland and Somersetshire. Mr. Surtees devoted most of his time to antiquarian studies. He was for several years president of the Somersetshire Archaeological Society, and he was a liberal contributor to the subscription for the restoration of Taunton Castle. He was married in 1853 to the widow of General Sir Stephen Chapman, and daughter of the Rev. George Pyke.

Sir WILLIAM BUELL RICHARDS, late Chief Justice of Canada, died at Ottawa on the 26th of January, at the age of seventy-four. Sir W. Richards was born in 1814. He was called to the bar in Upper Canada in 1837. He was for several years Attorney-General of Upper Canada, and he was appointed a Queen's Counsel for that Province in 1850. He was a puisne judge of the Court of Common Pleas in Upper Canada from 1853 till 1863, when he became Chief Justice of that court. He was Chief Justice of Ontario from 1868 till 1875, and Chief Justice of the Dominion of Canada from 1875 till 1879. He received the honour of knighthood in 1877. Sir W. Richards was married in 1846 to the daughter of Mr. John Muirhead.

APPOINTMENTS.

Mr. THOMAS THELWELL KELLY, solicitor (of the firm of Kelly & Keene), of Mold, has been elected President of the Cheshire and North Wales Incorporated Law Society for the ensuing year. Mr. Kelly was admitted a solicitor in 1861. He is clerk of the peace for Flintshire, and clerk to the county magistrates for the Mold, Hope, Hawarden, and Northop divisions. His partner, Mr. Alfred Thomas Keene, is clerk to the Mold Highway Board.

Mr. CHARLES ANTHONY BRANSON, solicitor, of Sheffield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year. Mr. Branson is vice-consul at Sheffield for the United States of America. He was admitted a solicitor in 1853.

Mr. THOMAS WILLIAM HUGHES, solicitor, of Flint and Connah's Quay, has been appointed Registration Agent to the Flintshire Conservative Association. Mr. Hughes was admitted a solicitor in 1883.

Mr. ARTHUR CHARLES MEAD, solicitor (of the firm of Messrs. Mead & Sons), of 6, Arundell-street, Piccadilly-circus, W., has (in addition to the appointment notified in last week's issue) received a Commission to take affidavits and acknowledgments for the High Court of Judicature at Fort William, in Bengal.

Mr. JOSEPH WILLIAM ELLIS (of the firm of Ellis & Bickersteth), of 1 & 2, Bucklersbury, Cheapside, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ARTHUR BENJAMIN RICKARDS and JOHN PITFIELD, solicitors (Rickards & Pittfield), 172, King's-road, Chelsea. Feb. 16. [*Gazette*, March 15.]

ROBERT DEVEREUX and WILLIAM JOHN TABRUM, solicitors (Devereux & Tabrum), 14, Billiter-street, London. March 9. The said Robert Devereux will continue to practice at 14, Billiter-street, aforesaid.

[*Gazette*, March 19.]

GENERAL.

It is stated that on Monday Mr. Bellman, Deputy Town Clerk of Oxford, committed suicide in Brownlow-street, Liverpool, whether he had gone to visit his married sister before leaving that port for Madeira, on account of his ill-health. Mr. Bellman had been unwell for some time, and desired to resign; but an extended holiday was given him instead.

At a meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions of Counties in England and Wales, held at the Magistrates' Club, 88, St. James's-street, on Tuesday, Viscount Cross, G.C.B. (the president of the society), in the chair, it was decided to invite the chairmen and vice-chairmen of county councils to become members of the society.

The late Mr. Serjeant Ballantine, says the *St. James's Gazette*, scarcely did himself justice in the amusing reminiscences he published during his

lifetime. His numerous friends will be pleased to hear that a life of the eminent advocate is in contemplation. The work in question will be from the pen of a well-known barrister, who has received very material assistance from the serjeant's son, Mr. William Ballantine, and from his intimate friends Mr. Justice Hawkins and Mr. Montagu Williams.

On Monday the Lord Chancellor moved that the following lords be named of the Select Committee on the Land Transfer Bill, viz.:—The Lord Chancellor, the Marquis of Bath, Earl Stanhope, the Earl of Milltown, the Earl of Morley, Earl Beauchamp, the Earl of Kimberley, the Earl of Feversham, the Earl of Selborne, Lord Arundel of Wardour, Lord Watson, Lord Hobhouse, Lord Escher, Lord Herschell, and Lord Thring. The motion was agreed to, and we believe the committee met on Wednesday.

There was a fine irony, says the *Daily Telegraph*, in the will of Aylett Stow, in 1781, who directed his executors "to lay out five guineas in the purchase of a picture of the viper biting the benevolent hand of the person who saved him from perishing in the snow, if the same can be bought for that money; and that they do, in memory of me, present it to —, Esq., a King's Counsel, whereby he may have frequent opportunities of contemplating on it," and so on; and the real sting to the King's Counsel must have been in the final "This is in lieu of a legacy of three thousand pounds which I had by a former will, now revoked and burnt, left him."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		MR. JUSTICE	
Date.	No. 2.	KAY.	CHITTY.
Monday, March.....	25	Mr. Carrington	Mr. Beal
Tuesday.....	26	Jackson	Leach
Wednesday.....	27	Carrington	Beal
Thursday.....	28	Jackson	Leach
Friday.....	29	Carrington	Beal
Saturday.....	30	Jackson	Leach
		Mr. Justice	Mr. Justice
		NORTH.	STIRLING.
Monday, March.....	25	Mr. Pemberton	Mr. Clowes
Tuesday.....	26	Ward	Koe
Wednesday.....	27	Pemberton	Clowes
Thursday.....	28	Ward	Koe
Friday.....	29	Pemberton	Clowes
Saturday.....	30	Ward	Koe

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 15.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALTURAS GOLD, LIMITED.—Petn for winding up, presented March 7, directed to be heard before Chitty, J., on Saturday, March 23. Harston, Bishopsgate st within, solors for petner.

ANGLO-AMERICAN WOOD CARPET CO., LIMITED.—Kay, J., has, by an order dated Feb 7, appointed Mr. Edward Hobbs, 11, Old Jewry chmbrs, to be official liquidator.

APPLEBY BROTHERS, LIMITED.—Petn for winding up, presented March 13, directed to be heard before North, J., on March 23. Dubois & Co., Pancras lane, solors for petner.

UNITED CLUB AND HOTEL CO., LIMITED.—Petn for winding up, presented March 8, directed to be heard before Kay, J., on Saturday, March 23. Last & Sons, Queen Victoria st, solors for petner.

UNITED SEWING MACHINE CO., LIMITED. formerly called the MOLDACOT (COLONIAL AND FOREIGN) POCKET SEWING MACHINE CO., LIMITED.—Chitty, J., has, by an order dated Nov 29, appointed Francis Cooper, 14, George st, Mansion House, to be official liquidator. Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Nov 1, at 11, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

STAR SAUCE AND PICKLE CO., LIMITED.—Petn for winding up, presented March 9, directed to be heard before Bristowe, V.C., on Monday, March 25, at 10.30, at the Assize Courts, Strangeways, Manchester. Bowden & Walker, Manchester, solors for petner.

WEST KIRBY HYDROPATHIC HOTEL CO., LIMITED.—Bristowe, V.C., has fixed Friday, March 23, at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

NEWBOROUGH FRIENDLY SOCIETY, Bull Inn, Newborough, Peterborough, Northampton. March 12

London Gazette.—TUESDAY, March 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRINDLEY & CO., LIMITED.—By an order made by Stirling, J., dated March 9, it was ordered that the company be wound up. Slark & Metcalfe, Serle st, solors for petning company.

MANUFACTURERS' AUCTION CO., LIMITED.—Kay, J., has fixed Friday, March 29, at 12, at his chambers, for the appointment of an official liquidator.

RISDALES RAILWAY LAMP AND LIGHTING CO., LIMITED.—By an order made by Stirling, J., dated March 9, it was ordered that the company be wound up. Saxelby & Faulkner, Ironmonger lane, solors for petning company.

WEST MOODIES GOLD AND EXPLORATION CO., LIMITED.—By an order made by North, J., dated March 9, it was ordered that the voluntary winding up of the company be continued. Vernon & Co., Coleman st, solors for petner.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—(ADVT.)

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 1.

BARLOW, WILLIAM, Norton in the Moors, Stafford, Gent. May 2. Heaton & Son, Burslem.

BARROW, GEORGE, Little Eaton, Derby Esq. March 30. Ladd, Matlock, Bath.

BELL, DAVID, Goole, Doctor of Medicine. March 26. Ravenscroft & Co, John st, Bedford row.

BERKELEY, Right Hon. EDWARD, Bryanston, Dorset. March 31. Wilde & Co, College hill, E.C.

BIRD, MICHAEL, Denbigh, General Merchant. May 1. Gold Edwards & Co, Denbigh.

CHEETHAM, JAMES, Shaw, nr Oldham, Retired Tailor. April 15. Roper & Briggs, Manchester.

CHISHOLM, THOMAS, Bishop Auckland, Durham. March 30. Badcock, Bishops Auckland.

DEWHURST, ALICE, Preston. May 1. Buck & Co, Preston.

DUCAT, CLAUDE MALET, Charmouth, Dorset, Retired Major General. April 15. Walker & Co, Theobald's rd, Gray's inn.

EARNshaw, SAMUEL, Bromfield, Sheffield, Clerk in Holy Orders. April 20. Brown & Son, Sheffield.

ENDOWS, FREDERICK JAMES SAUNDERS, Wilberforce rd, Finsbury Park, Gent. March 19. Nash, Hitchin, Herts.

ELPIRE, JOHN WILLIAM, St. George's rd, Pecknam, Carpenter. April 27. Fraser, Finsbury circus.

ENGLAND, THOMAS, Martock, Somerset, Yeoman. March 25. Leach, Martock.

FRANCIS, THOMAS, Erith, Kent, Gent. April 24. Woods, Brighton.

GATE, HENRY JAMES, Epsom. March 30. Oliver, Coleman st.

GLOVER, CHARLES, King's Norton, Worcester, Baker. March 25. Arnold & Son, Birmingham.

GREEN, JOHN, Taddington, Beds, Common Brewer. April 1. Green, Woburn, Beds.

GUNNER, WILLIAM, Brentford, Baker. April 8. F. Denham, Powerscroft rd, Lower Clapton.

HILL, JANE MARGARETTA, Minchinhampton, Gloucester. April 15. Upton & Co, Austin Friars, E.C.

JAMESON, JAMES SLIGO, Albert mansions, Victoria st, Esq. March 25. Wordsworth & Co, Thredneedle st.

JONES, JOHN WYNNE, Liverpool, formerly Timber Merchant. April 10. Martin & Co, Liverpool.

KENINGTON, JOHN, Boston, Linc, Cabinet Maker. April 1. Millington & Simpson, Boston.

LEWIS, JOHN, Uxbridge rd, Shepherd's Bush, retired Cab Proprietor. March 30. Marsland & Co, Chancery lane.

LIDSTONE, THOMAS, Dartmouth, Architect. April 6. Prideaux, Dartmouth.

LOUIS, ALFRED, Carey lane, Manufacturer of Velveteens. March 29. Heywood & Son, Manchester.

LUNT, OWEN, Nantwich, Gent. March 12. Broughton & Co, Crewe.

MALLET, ROBERT BROWSE, Plymouth. April 23. Rooke & Co, Plymouth.

NADIN, JOSEPH, Finborough rd, West Brompton, Clerk in Holy Orders. March 30. Hill, Crewe.

NASH, STEPHEN, Romford, Farmer. April 6. Hunt & Co, St Swithin's lane.

PLATT, MARGARET, Stalybridge, Chester. April 8. Bullock & Worthington, Manchester.

POWELL, THOMAS, Christchurch, Monmouth, Esq. March 25. James & Sons, Merthyr Tydfil.

PRICE, BLANCHE ELIZABETH, Hertford, Gent. March 25. Fraser, Soho sq.

RANSFORD, OLIVER, Bristol, Gent. April 10. Brittans & Co, Bristol.

ROBE, JOHN WILLIAM, Biddenham, Bedford, Esq. March 30. Fladgates, Craig's ct, Charing Cross.

SHAW, MARY, Walton, nr Wakefield. April 10. Stewart & Co, Wakefield.

WEDD, OCTAVIUS, Foulmire, Cambridge, Farmer. April 6. Eaden & Knowles, Cambridge.

WILCOCKS, JOHN, Croydon, Gent. March 25. Fraser, Soho sq.

WILLS, GEORGE, Clifton, Esq. April 6. Wansey & Son, Bristol.

London Gazette.—TUESDAY, March 5.

AINLEY, WILLIAM, Almondbury, York, Pig Dealer. April 1. Sykes & Son, Huddersfield.

ALLISON, MARY, Harrogate. April 1. Simpson, Leeds.

BAILEY, JOSIAH, Henbury, Gloucester. April 10. Wansbrough, Bristol.

BURBELL, CAROLINE JULIA, Talbot sq, Paddington. April 3. Warrens, Great Russell st.

CHRISTIE, THOMAS, Huddersfield, Joiner. May 1. Bottomley, Huddersfield.

COOK, THOMAS, Kingston upon Hull, Draper. May 29. Champney, Hull.

COOKSON, RICHARD, Preston, Innkeeper. May 21. W. A. & R. Ascroft, Preston.

CURRIE, LOUISA ANN, Hurst, Berks. April 8. Soames, Lincoln's inn fields.

DOWNIE, CATHERINE, Liverpool. May 1. Harrison, Liverpool.

DRANSFIELD, JAMES, Huddersfield, Stonemason. March 16. Welsh & Sykes, Huddersfield.

HAWKINS, JOSEPH EDWIN, Englefield rd, Islington, Builder. March 21. Johnson & Dowding, Queen st, Cheapside.

HUNT, CAROLINE, New Alresford, Southampton. April 30. F. I. & J. C. Warner, Winchester.

HUNT, EMILY, New Alresford, Southampton. April 30. F. I. & J. C. Warner, Winchester.

HUNT, HARRIOTT, New Alresford, Southampton. April 30. F. I. & J. C. Warner, Winchester.

HUSTWICK, MARY, Lawn terr, Blackheath. April 2. Crowders & Vizard, Lincoln's inn fields.

KNAFF, CHARLES EDWARD, Brockley, Kent. May 31. Pollock & Co, Lincoln's inn fields.

LEDGER, HANNAH, Chepstow pl, Bayswater. April 10. Greenbank, Serjeants' inn, Fleet st.

MARTIN, HELEN ISABELLA, Oxford gdns, North Kensington. March 31. Baker, Gt George st.

MORGAN, JOHN TEMPLETON, Boodle's Club, St. James's st, Esq. April 2. Tampion & Co, Fenchurch st.

ORB, Major ALEXANDER PATRICK, Dawson pl, Bayswater. April 15. Greenfield & Cracknall, Lancaster pl, Strand.

PIMBLEY, MAXIMILIAN, Maghull, Farmer. April 20. Brighthouse & Co, Ormskirk.

POWELL, THOMAS, Christchurch, Mon, Esq. March 25. James & Sons, Merthyr Tydfil.

PRICE, BLANCHE ELIZABETH, Hertford. March 25. W. J. Fraser, 2, Soho sq.

RADNOR, JAMES, Presteign, Radnor. April 10. Stephens, Presteign.

SIMON, GEORGE, Water lane, Wine Merchant. April 25. Ware & Co, Gt Winchester st.

SPIKER, RALPH NORTH, Staple inn, Solicitor. May 1. Spicer, Hastings.

STALLARD, CAROLINE, Chipping Sodbury, Gloucester. April 22. Walls & Co, Queen Victoria st
STORY, MARY, Whitburn, Durham. June 21. Wright, Sunderland
THOMSON, THOMAS (or TUMLINSON), Shuttleworth, nr Bury, Gent. March 31. Butcher & Barlow, Bury

WARD, JOSHUA, Wakefield, Gent. April 15. Stewart & Co, Wakefield
WILCOCKS, JOHN, Croydon, Gent. March 25. Fraser, Soho sq
WILKINS, SARAH ANNE, West Croydon. April 4. Comins, Gt Portland st
WHITTAKER, JOHN, Blackpool. April 14. Read, Blackpool

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, March 15.

RECEIVING ORDERS.

ABBOTT, FRANCIS WILLIAM, Marwood, Devon, Builder Barnstaple Pet March 11 Ord March 11
ABBOTT, JOHN, Nottingham, Chemist Nottingham Pet March 11 Ord March 11
ABRAHAM, WILLIAM BENJAMIN, 65, Burdett rd, Ironmonger High Court Pet March 11 Ord March 11
AINSWORTH, WILLIAM, and WILLIAM MEYNELL, Accrington, Printers Blackburn Pet March 13 Ord March 13
ATKINSON, EUSTACE CAREY, Sheffield, Joiners' Tool Maker Sheffield Pet March 12 Ord March 12
BENNETT, HOBACE HENRY, Eastbourne, Grocer Eastbourne Pet March 11 Ord March 11
BLACK, ISAAC, Norwich, Tobacconist Norwich Pet March 11 Ord March 11
BRADLEY, FRANK, Pall Mall, Solicitor High Court Pet Nov 6 Ord March 13
BROOKS, ALFRED, Gough sq, Fleet st High Court Pet Feb 20 Ord March 11
CARROLL, BEDDIE, St Helens, Lancs, Confectioner Liverpool Pet March 13 Ord March 13
CHAMBERLAIN, CHARLES, Arundel, Sussex, Builder Brighton Pet March 11 Ord March 11
CHAPMAN, JOHN WILLIAM, Tabernacle st, Finsbury, Boot Manufacturer High Court Pet March 13 Ord March 13
CLARKE, LOUIS, Evesham, Builder Worcester Pet March 12 Ord March 12
COOPER, ALFRED HARDY, Leicester, Builder Leicester Pet March 12 Ord March 12
COXALL, JOSEPH, St Albans, Confectioner St Albans Pet March 13 Ord March 13
CRUTTENDEN, FREDERICK, St Leonards on Sea, late Builder Hastings Pet Jan 25 Ord March 11
DARLEY, WESLEY, Lea Bridge rd, Essex, lately Managing Director of the New Carbolic Sanitary Co, Lim High Court Pet March 12 Ord March 12
DAWES, JOSHUA HORTON, Coventry, out of business Coventry Pet March 9 Ord March 9
EDWARDS, WILLIAM, St Sidwell's, Exeter, Licensed Victualler Exeter Pet Feb 28 Ord March 11
FERAN, JAMES, and HUGH FERAN, Liverpool, Provision Merchants Liverpool Pet Feb 21 Ord March 12
FRY, EDWARD ALFRED AUGUSTUS, St John's Hill, Sevenoaks, Schoolmaster Tunbridge Wells Pet March 13 Ord March 13
HALL, WILLIAM, Monks Kirby, Warwick, Publican Leicester Pet March 13 Ord March 13
HOPGOOD, EDWARD, Ealing, Licensed Victualler Brentford Pet Feb 20 Ord March 12
JAFFE, MAX, Atlantic Club, Crescent, Minorities High Court Pet Feb 14 Ord March 13
JONES, ARTHUR, Station rd, Highbury, Dairyman's Manager High Court Pet March 11 Ord March 11
JONES, DAVID, Aberdovey, Merionethshire, Master Mariner Aberystwith Pet March 11 Ord March 11
JONES, JOHN EDWARD, Oldbury, Worcestershire, Publican Oldbury Pet March 8 Ord March 8
KENT, THOMAS, Hastings, Builder Hastings Pet Feb 27 Ord March 12
KIBBY, ALBERT, Newport, I.W., Fruiterer Newport Pet March 11 Ord March 11
LEEK, ARTHUR ALFRED, Cardiff, Boot Dealer Cardiff Pet March 9 Ord March 6
LONG, HAMLET, Horton, Bradford, Stuff Presser Bradford Pet March 13 Ord March 13
LOVESAY, Mrs. E., Trevor terrace, Knightsbridge, Widow High Court Pet Feb 26 Ord March 13
NEAL, WALTER WILLIAM, Newfoundpool, Leicestershire, Builder Leicester Pet March 11 Ord March 11
POTTER, WILLIAM, Gladstone avenue, Wood Green, formerly Wine Merchant High Court Pet March 11 Ord March 11
POWELL, HENRY, sen., Monmouth, Boot Maker Newport, Mon Pet March 12 Ord March 12
RESTREAUX, JOSEPH JAMES, Lakenham, Norwich, Accountant Norwich Pet March 13 Ord March 13
RIGBY, DAVID, West Bromwich, Coach Manufacturer Oldbury Pet March 9 Ord March 11
ROBERTS, CHARLES, Walsall, Harness Maker Walsall Pet March 12 Ord March 12
ROWTON, HENRY JOHN, Fleetwood, Lancs, Draper Preston Pet March 12 Ord March 12
SCHULTZ, JOHN CHRISTIAN, Gravesend, Traveller Rochester Pet March 11 Ord March 11
SELLERS, THOMAS DAVIS, Stockport, Hat Manufacturer Stockport Pet March 13 Ord March 12
SIMPKEIN, SAMUEL, and JAMES CLARK, Leicester, Picture Frame Manufacturers Leicester Pet March 9 Ord March 9
SKELTHORN, CHARLES EDWARD, Salford, Coal Merchant Salford Pet March 12 Ord March 12
SPOTTISWOOD, JOSEPH, Kirkland, Cumberland, Farmer Carlisle Pet March 13 Ord March 13
STAINTHORPE, CHARLES, Hutton Rudby, nr Yarm, Yorks, Butcher Stockton on Tees and Middlesbrough Pet March 9 Ord March 9
TEDD, DAVID, West Bromwich, Fruiterer Oldbury Pet March 13 Ord March 13

TILLEY, EDWARD, Holywell, Flintshire, Bookkeeper Chester Pet March 13 Ord March 13
TUMPOWSKY, JUDAH ISAAC, Cardiff, Jeweller Cardiff Pet Feb 25 Ord March 8
WEBSTER, JAMES, Nuneaton, Warwickshire, Fruiterer Coventry Pet March 11 Ord March 11
WEBSTER, SARAH, Fawkhain, nr Dartford, Grocer Rochester Pet March 12 Ord March 12
WEGUELIN, THOMAS DOUGLAS, Tetbury, Gloucestershire, Gent Swindon Pet March 11 Ord March 11
WHITTAKER, JOHN, jun, Sunderland, Fruit Merchant Sunderland Pet March 13 Ord March 13
WILLIAMS, DAVID THOMAS, Romford, Schoolmaster Chelmsford Pet March 11 Ord March 11
WINSFORD, WILLIAM FRANCIS, Nelson sq, Blackfriars rd, Builder High Court Pet March 12 Ord March 12

FIRST MEETINGS.

BAINBRIDGE, RICHARD BOUSFIELD, Manchester, Theatrical Lessee March 26 at 12 Off Rec, Ogden's chhrs, Bridge st, Manchester
BARNES, WILLIAM CHARLES, Norwich, Printer March 26 at 4 Off Rec, 8, King st, Norwich
BELLOC, ELIZABETH RAYNER, Gt College st, Westminster, Widow March 23 at 12 35, Carey st, Lincoln's inn
BLACK, ISAAC, Norwich, Tobacconist March 25 at 10 30 Off Rec, 8, King st, Norwich
BOWLING, BERNARD, Manchester, Cotton Broker April 9 at 12 Off Rec, Ogden's chhrs, Bridge st, Manchester
BRAMLEY, THOMAS EDWIN, Sheffield, Confectioner March 26 at 3 Off Rec, Figtree lane, Sheffield
BRETT, TOM TOWNSEND, Lincoln, Clothier March 26 at 12 45 Off Rec, 31, Silver st, Lincoln
BURNS, JAMES THORLEY, Walton, Lancs, Joiner March 26 at 3 Off Rec, 35, Victoria st, Liverpool
CAMPION, WILLIAM, Ingleby Greenhow, Yorks, Farmer March 26 at 11 Off Rec, 8, Albert rd, Middlesbrough
CLARKE, LOUIS, Evesham, Builder March 26 at 11 Off Rec, Worcester
COOPER, ALFRED HARDY, Leicester, Builder March 26 at 3 Off Rec, 28, Friar lane, Leicester
DAKIN, GEORGE, Wombwell, Yorks, Grocer March 26 at 11 30 Off Rec, 1, Hanson st, Barnsley
DAWES, JOSHUA HORTON, Coventry, out of business March 25 at 3 Off Rec, 17, Hertford st, Coventry
ELIAS, WILLIAM OWEN, Liverpool, Slate Merchant March 29 at 2 Off Rec, 35, Victoria st, Liverpool
GROCOCK, LEMUEL, Nottingham, Licensed Victualler March 22 at 11 Off Rec, 1, High pavement, Nottingham
HALL, EDWIN JAMES, Manchester, Restaurant Proprietor March 26 at 12 Off Rec, 22, Park row, Leeds
HARDING, ALFRED PETER, Kenwyn, Cornwall, Farmer March 23 at 12 Off Rec, Boscawen st, Truro
HARBOWER, THOMAS GORDON, Liverpool, Merchant March 26 at 12 Off Rec, 35, Victoria st, Liverpool
HEBBERT, JOSEPH, Stafford, Painter March 26 at 11 30 Off Rec, St Martin's pl, Stafford
HESTER, FREDERICK, Hemel Hempstead, Herts, Builder March 23 at 11 Geo Annesley, solar, Verulam rd, St Albans
HICKS, CHARLES, Little Saltram, nr Plymouth, Dairy Keeper March 26 at 11 10, Athenaeum ter, Plymouth
HINTON, Jabez ALDESLEY, Burnley, Sand Dealer March 29 at 12 30 Exchange Hotel, Nicholas st, Burnley
HUTTON, ELLI, Old Hill, Staffs, Grocer's Assistant March 26 at 10 30 Off Rec, Dudley
JONES, DAVID CORNELIUS, Swansea, Draper March 23 at 12 Inns of Court Hotel, Holborn
KENDRICK, WILLIAM, Wrexham, Confectioner March 26 at 11 45 Wynnstay Arms Hotel, Wrexham
LUSBY, JOHN WILLIAM, Louth, Lancs, Cattle Dealer March 26 at 3 Townhall, Louth
MACHIN, ISAAC, Winkburn, Notts, Farmer March 26 at 12 Off Rec, 1, High pavement, Nottingham
MARRIOTT, JOHN HENRY, Beaufort rd, Surbiton, Clerk March 22 at 11 No 15 Room, 30 and 31, St Swithin's lane
NEAL, WALTER WILLIAM, Newfoundpool, Leicestershire, Builder March 25 at 3 Off Rec, 28, Friar lane, Leicester
PATERSON, MATTHEW, and NESBITT GEORGE RICHARDSON, Middlesbrough, Steamship Brokers March 26 at 11 Off Rec, 8, Albert rd, Middlesbrough
PEARSON, FRANK HERBERT, Scarborough, Tobacconist March 22 at 11 30 Off Rec, 74, Newborough st, Scarborough
PENN, JAMES, East Dean, Glos, Labourer March 23 at 3 Off Rec, 15, King st, Gloucester
POWELL, HENRY, sen., Monmouth, Bootmaker March 27 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
RAH, JOHN, Monkwearmouth, Sunderland, Grocer March 22 at 11 Law Society's chambers, John st, Sunderland
REDFORD, RICHARD, Horncastle, Lincs, Pork Butcher March 25 at 12 30 Off Rec, 31, Silver st, Lincoln
ROBINSON, RICHARD MORTON, Red Lion ct, Cannon st, Commercial Clerk March 25 at 11 33, Carey st, Lincoln's inn
ROBINSON, THOMAS, Guiseley, Yorks, out of business March 25 at 11 Off Rec, 24, Park row, Leeds
RUTTER, JOHN THOMAS, Ipswich, out of business March 22 at 12 Off Rec, Ipswich
RUTTER, MARY, Ipswich, Fruiterer March 22 at 11 30 Off Rec, Ipswich

SCARISBRICK THOMAS H., Chiswick, Gent March 22 at 12 Cannon st Hotel
SCHULTZ, JOHN CHRISTIAN, Gravesend, Traveller March 25 at 11 30 Off Rec, High st, Rochester
SIMPKEIN, SAMUEL, and JAMES CLARK, Aylestone park, Leicester, Picture Frame Manufacturers March 22 at 12 30 Off Rec, 28, Friar lane, Leicester
SPOTTISWOOD, JOSEPH, Kirkland, Cumberland, Farmer March 25 at 1 Off Rec, 34, Fisher st, Carlisle
STEVENS, JOHN POWELL, Great Yarmouth, Gent March 23 at 12 Off Rec, 8, King st, Norwich
STOCKS, NEHEMIAH, Heckmondwike, Licensed Victualler March 22 at 3 Off Rec, Bank chhrs, Batley
PARFITT, MORTIMER, Leeds, Plasterer March 22 at 11 Off Rec, 27, Park row, Leeds
TWIGG, JAMES WILLIAM, Kidderminster, Ironmonger March 25 at 2 15 A. S. Thursfield, Solicitor, Kidderminster
TWITCHITT, CORNELIUS HALLS, Ipswich, late Corn Merchant March 22 at 12 15 Off Rec, Ipswich
WATSON, MARY, Birkdale, Lancs, School Proprietress March 25 at 3 Off Rec, 35, Victoria st, Liverpool
WEBSTER, HENRY, Batley Carr, Dewsbury, Machine Maker March 22 at 4 Off Rec, Bank chhrs, Batley
WEBSTER, SARAH, Fawkhain, nr Dartford, Grocer March 26 at 11 30 Off Rec, High st, Rochester
WILLIAMS, DAVID, Portmadoc, Carnarvonshire, Miner April 10 at 11 30 Sportsman Hotel, Portmadoc
WOOD, JOHN, Thorpe on the Hill, Lincs, Farmer March 26 at 12 15 Off Rec, 31, Silver st, Lincoln
WOOD, THOMAS, Burnley, Lancs, Cotton Manufacturer March 28 at 1 30 Exchange Hotel, Nicholas st, Burnley

ADJUDICATIONS.

ABRAHAM, WILLIAM BENJAMIN, Burdett rd, Bow, Ironmonger High Court Pet Mar 11 Ord Mar 11
ALEXANDER, THOMAS, Cardiff, Licensed Victualler Cardiff Pet Mar 5 Ord Mar 11
BAMBRIDGE, RICHARD BOUSFIELD, Manchester, Theatrical Lessee Manchester Pet Feb 12 Ord Mar 13
BLACK, ISAAC, Norwich, Tobacconist Norwich Pet March 11 Ord March 11
BOWLING, BERNARD, Manchester, Cotton Broker Manchester Pet Feb 20 Ord March 13
BUCKLAND, WILLIAM HENRY, residence unknown, Surveyor High Court Pet Jan 11 Ord March 13
BURDES, WILLIAM DAVID, Newton le Willows, Lancs, Paper Stock Merchant Warrington Pet Jan 15 Ord Mar 11
CLARKE, LOUIS, Evesham, Builder Worcester Pet March 12 Ord March 12
DARSHIRE, FRANCIS GASKELL, Beaufort bldgs, Strand, Actor High Court Pet Mar 8 Ord Mar 13
DARSHIRE, MARIE ANNA AGNES, Beaufort bldgs, Strand, Actress High Court Pet Mar 8 Ord Mar 13
DAWES, JOSHUA HORTON, Coventry, out of business Coventry Pet March 8 Ord March 13
EPTON, ROBERT, Sheffield, Draper Sheffield Pet Feb 16 Ord March 11
GILLSON, JOHN, Sheffield, Provision Merchant Sheffield Pet March 8 Ord March 13
GRIFFITHS, DAVID, Carmarthen, Innkeeper Carmarthen Pet March 6 Ord March 13
HARBOWER, THOMAS GORDON, Liverpool, Merchant Liverpool Pet Feb 6 Ord March 13
HEAVENS, WILLIAM, Heavitree, Devon, Licensed Victualler Exeter Pet Feb 23 Ord March 11
HICKS, CHARLES, Little Saltram, nr Plymouth, Dairy Keeper East Stonehouse Pet March 9 Ord March 11
HOLLINSHEAD, DAVID, Congleton, Cheshire, Provision Dealer Macclesfield Pet May 28 Ord March 13
JONES, ARTHUR, Station rd, Highbury, Dairyman's Manager High Court Pet March 11 Ord March 13
JONES, DAVID, Aberdovey, Merionethshire, Master Mariner Aberystwith Pet March 11 Ord March 11
JONES, JOHN EDWARD, Oldbury, Worcestershire, Publican Oldbury Pet March 8 Ord March 13
KEMP, BARTHOLOMEW TITUS, Wychat, Strand High Court Pet Feb 20 Ord March 12
KIBBY, ALBERT, Newport, I.W., Fruiterer Newport Pet March 11 Ord March 11
LEAF, DAVID, and GEORGE LEAF, Carlton, nr Selby, York, Farmers York Pet March 5 Ord March 11
LEEK, ARTHUR ALFRED, Cardiff, Boot Dealer Cardiff Pet March 9 Ord March 9
LONG, HAMLET, Horton, Bradford, Stuff Presser Bradford Pet March 13 Ord March 13
MAYBURY, JOHN, Newport, Mon, Builders' Merchant Newport, Mon Pet Feb 22 Ord March 13
MOORE, S. M., Crown ct, Threadneedle st, Wine Merchant High Court Pet Dec 12 Ord March 13
OSMOND, RICHARD DAVID, Ramsgate, Marine Store Dealer Canterbury Pet Feb 15 Ord March 13
POTTER, WILLIAM, Gladstone avenue, Wood Green, formerly Wine Merchant High Court Pet March 11 Ord March 13
POWELL, HENRY, sen., Monmouth, Boot Maker Newport, Mon Pet March 11 Ord March 13
ROWLEY, HENRY, Chivers Coton, Warwickshire, Painter Coventry Pet Feb 19 Ord March 13
ROWTON, HENRY JOHN, Fleetwood, Lancs, Draper Preston Pet March 12 Ord March 12
RUSHTON, HENRY FISHER, Liverpool, Engineer Liverpool Pet Feb 23 Ord March 13
SCHULTZ, JOHN CHRISTIAN, Gravesend, Traveller Rochester Pet March 8 Ord March 11

SIMPSON, SAMUEL, and JAMES CLARK, Leicester, Picture Frame Manufacturers Leicester Pet March 9 Ord March 9

SKELHORN, CHARLES EDWARD, Salford, Coal Merchant Salford Pet March 12 Ord March 12

SPOTTISWOOD, JOSEPH, Kirkland, Cumberland, Farmer Carlisle Pet March 13 Ord March 13

STOCKS, NATHANIEL, Heckmondwike, Licensed Victualler Dewsbury Pet March 8 Ord March 13

STOCKWELL, EMMA, Uffrey, Aylesbury, Tailor Aylesbury Pet Jan 28 Ord March 11

STYAN, HARRY SMITH, Stone bldgs, Solicitor High Court Pet Sept 20 Ord March 11

WARREN, JAMES, Rushden, Northamptonshire, Butcher Northampton Pet Feb 20 Ord March 11

WILLIAMS, DAVID THOMAS, Romford, Schoolmaster Chelmsford Pet March 11 Ord March 11

WINSFORD, WILLIAM FRANCIS, Nelson sq, Blackfriars rd, Builder High Court Pet March 12 Ord March 13

ORDER MADE ON APPLICATION FOR DISCHARGE.

KIRKNESS, JACOB HUNTER, Bartholomew close High Court Date of adj Aug 12, 1879 Ord Feb 14 Discharge granted

RECEIVING ORDER RESCINDED.

DENNIS, ROBERT, Oxford rd, Gunnersbury, Journalist High Court Rec Ord Nov 19, 1888 Resc March 12

London Gazette.—TUESDAY, March 19.

RECEIVING ORDERS.

ANDERSON, SARAH, Bradford, Grocer, Bradford Pet March 15 Ord March 15

BARNES, JAMES TAYLOR, Carlisle st, Lambeth, Timber Merchant High Court Pet March 16 Ord March 16

BROOKS, JOSHUA, Leeds, Tea Dealer Leeds Pet March 14 Ord March 14

BULLOCK, JAMES, Brierfield, Lancs, Reed Rib Maker Burnley Pet March 15 Ord March 15

CECIL, FRANCIS HORACE PIERREPOINT, Stretton, Rutland, Gent Leicester Pet March 15 Ord March 15

CHENEY, EDWIN, Nottingham, Baker and Grocer Nottingham Pet March 15 Ord March 15

CLAYTON, THOMAS, Long Marston, Yorks, Innkeeper Yorks Pet March 16 Ord March 16

CURD, J., Bromley rd, Clapham, Restaurateur Wandsworth Pet Feb 1 Ord March 14

DAWSON, JOHN, Great Wilbraham, Camb, Wheelwright Cambridge Pet March 16 Ord March 16

DITCHAM, GEORGE, Blackheath hill, Journeyman Carpenter Greenwich Pet Feb 28 Ord March 12

DUNHILL, RICHARD, and GEORGE DUNHILL, Rummelfoots, Cabinet Makers Leeds Pet March 16 Ord March 16

ELLIS, JOHN EBERARD, Low Harrogate, Yorks, Contractor York Pet March 16 Ord March 16

FLANDERS, FREDERICK SMITH, Northwold, Norfolk, Farmer Norwich Pet March 16 Ord March 16

FOSTER, SAMUEL, Barnsley, Machinery Broker Barnsley Pet March 15 Ord March 15

GOULD, EDWARD, Lansdowne rd, Tottenham, Gent Edmonton Pet Feb 14 Ord March 12

GREEN, JOSEPH, Manchester, Hatter Manchester Pet March 14 Ord March 14

GREENWOOD, JOHN, Darwen, Solicitor Blackburn Pet March 15 Ord March 15

HANBURY, EDWIN CHARLES, Broomwood rd, Wandsworth common, no occupation Wandsworth Pet Feb 22 Ord March 14

HEMMIN, WILLIAM THOMAS, Folkestone, Tobaccoist Canterbury Pet March 15 Ord March 15

HIGHAM, FREDERICK, Gloucester, late Innkeeper Gloucester Pet March 15 Ord March 15

HOWARD, WILLIAM, jun, Shanklin, Grocer Newport and Ryde Pet March 14 Ord March 14

HUNT, GEORGE, Southampton, Leather Goods Dealer Southampton Pet March 14 Ord March 14

IMPEY, JAMES, Hornsey rd, Bootmaker High Court Pet Mar 16 Ord Mar 16

KING, CHARLES MEYRICK, Newport, Mon, Innkeeper Newport, Mon, Pet Mar 15 Ord Mar 15

KRAMER, GEORGE FREDERICK, Carlton rd, Mile End, late Baker High Court Pet Mar 13 Ord Mar 13

LETT, C A W, Bridge st, Westminster High Court Pet Feb 21 Ord Mar 15

MARLOW, THOMAS, Peatling End, Leices, Tripe Dresser Leicester Pet Mar 15 Ord Mar 15

OWEN, WILLIAM, Llanswst, Denbighshire, Grocer Portmadoc and Blaenau Ffestiniog Pet Mar 15 Ord Mar 15

PEACE, JAMES, Old Jewry chhrs, Solicitor High Court Pet Feb 21 Ord Mar 15

PITCHFORD, GEORGE, Madeley, Salop, Licensed Victualler Madeley Pet Mar 15 Ord Mar 16

RIPLEY, EDWARD, Leeds Butcher Leeds Pet Mar 14 Ord Mar 14

RODD, SAMUEL, Newbury, Berks, Tailor Newbury Pet Mar 6 Ord Mar 15

ROSE, JOSEPH, Junr, nr Barnsley, Grocer Barnsley Pet Mar 14 Ord Mar 14

SAVAGE, PHILIP CHARLES COFFIN, Paris, Gent High Court Pet Dec 31 Ord Mar 14

SHAW, JAMES, Richmond, Yorks Joiner Northallerton Pet March 14 Ord March 14

STUBBS, CHRISTOPHER, Maidee, nr Newport, Tobaccoist Newport, Mon Pet March 15 Ord March 15

TOMLIN, JOSEPH PRICE, Folkestone, Butcher Canterbury Pet March 15 Ord March 15

TOMMY, JONATHAN, Wem, Salop, Builder Shrewsbury Pet March 2 Ord March 15

TOWLE, HENRY NEVILLE, and MARK GILBERT, Nottingham Solicitors Nottingham Pet March 15 Ord March 15

TURNER, THOMAS, Lindridge, Worcestershire, Farmer Kidderminster Pet March 11 Ord March 11

TURNER, WILLIAM, Nottingham, late Baker Nottingham Pet March 15 Ord March 15

VAUX, ALFRED, Harrogate, Draper York Pet March 14 Ord March 14

WAKLEY, THOMAS JOHN, Borough High st, Southwark, Licensed Victualler High Court Pet March 14 Ord March 14

WALLER, ARTHUR, South-a, Draper Portsmouth Pet March 15 Ord March 15

WALLER, WALTER KERR, Penzance, Chemist Truro Pet March 15 Ord March 15

WILLIAMS, JOHN ROBERT, Billiter sq, East India Commission Merchant High Court Pet March 14 Ord March 14

FIRST MEETINGS.

ABBOTT, FRANCIS WILLIAM, Marwood, Devon, Builder March 26 at 1.30 Sanders & Son, High st, Barnstaple

ABBOTT, JOHN, Nottingham, Chemist March 26 at 11 Off Rec, 1, High Street

ADAMS, WILLIAM, and JOHN GYNNES, Ilford, Farmers April 4 at 8 Auction Mart, Tokenhouse yd, E.C.

ALEXANDER, THOMAS, Cardiff, Licensed Victualler March 29 at 12 Off Rec, 29, Queen st, Cardiff

ANDERSON, MARAH, Bradford, Grocer March 29 at 11 Off Rec, 31, Manor row, Bradford

ATKINSON, EUSTACE CARY, Sheffield, Tool Maker March 27 at 2 Off Rec, Fictree lane, Sheffield

ATKINSON, JOHN HENRY, Kingston upon Hull, Eng, grave March 29 at 10.30 Off Rec, Trinity House lane, Hull

CUTHBERT, HENRY JOHN, Vinhoe, Essex, House Decorator March 29 at 10.30 Townhall, Colchester

DABER, WILLIAM, Salford, Lancs, Estate Agent April 1 at 11 Off Rec, Ogden's chambers, Bridge st, Manchester

EDWARDS, WILLIAM, Exeter, Licensed Victualler March 27 at 11 Off Rec, 13, Bedford circus, Exeter

ELLIS, JOHN EPHRAIM, Low Harrogate, Yorks, Contractor April 2 at 12.30 Off Rec, 28, Stonegate, York

FARRER, T. H., Norfolk st, Park lane March 27 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

FIELD, BENJAMIN, Paragon rd, New Kent rd, Horticultural Sundriesman March 27 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

FORSTER, DAVID, Wines, Lancs, Builder Maker March 27 at 3 Off Rec, 35, Victoria st, Liverpool

FOSTER, WILLIAM, Spillman's ct, nr Stroud, Nurseryman March 26 at 4 Imperial Hotel, St. ouid

GILLSON, JOHN, Sheffield, Provision Merchant March 27 at 1 Off Rec, Fictree lane, Sheffield

GREEN, JOSEPH, Manchester, Hatter March 27 at 11 Off Rec, Ogden's chambers, Bridge st, Manchester

GRIFFITHS, DAVID, Carmarthen, Contractor March 27 at 11 Off Rec, 11, Quay st, Carmarthen

HEMMIN, WILLIAM THOMAS, Folkestone, Tobaccoist Mar 28 at 11.15 73, Sandgate rd, Folkestone

HENDERSON, WILLIAM, Burnley, Painter Mar 28 at 2.15 Exchange Hotel, Nicholas st, Burnley

HIGHAM, FREDERICK, Gloucester, late Innkeeper Mar 28 at 12 Off Rec, 15, King st, Gloucester

HODGSON, JONATHAN KENDALL, Kingston upon Hull, late Grocer Mar 28 at 12 Off Rec, Trinity House lane, Hull

HOLMES, GEORGE, New Cle, Lincs, Grocer Mar 27 at 11 Off Rec, 3, Haven st, Gt Grimsby

HOW, FREDERICK WILLIAM, Norfolk rd, Dalston, Printer Mar 27 at 12 Bankruptcy bldgs, Lincoln's inn

HOWARD, WILLIAM, jun, Shanklin, I W, Grocer Apr 1 at 1.30 Holyrood chhrs, Newport, I W

HUNT, GEORGE, Southampton, Leather Goods Dealer Mar 28 at 11 Off Rec, 4, East st, Southampton

HUND, HEINRICH HUGO, Milton st, Foreign Agent Mar 29 at 11 33, Carey st, Lincoln's inn

JONES, DAVID, Aberdovey, Merionethshire, Master Mariner Apr 4 at 12.30 Townhall, Aberystwith

JONES, THOMAS, Tredegar, Mon, Butcher March 17 at 12 Off Rec, Merthyr Tydfil

JOSEPH, MORRIS, Cardiff, Jeweller March 29 at 11 Off Rec, 29, Queen st, Cardiff

KING, CHARLES MEYRICK, Newport, Mon, Innkeeper March 29 at 12.30 Off Rec, 12, Tredegar pl, Newport, Mon

KIRBY, ALBERT, Newport, I W, Fruiterer April 1 at 2 Holyrood chambers, Newport, I W

KNOTTS, ALFRED WILLIAM, Leytonstone, late Licensed Victualler March 29 at 12 Bankruptcy bldgs, Lincoln's inn

LONG, HAMILT, Horton, Bradford, Stuff Presser March 26 at 11 Off Rec, 31, Manor row, Bradford

MARRIOTT, ANN PRICE, Ramsgate, Fruiterer March 28 at 3 72, High st, Ramsgate

MORGAN, JAMES THOMAS, THOMAS GOWLAND MORGAN, and HENRY MORGAN, Gorleston, Suffolk, Smack-owners March 28 at 12.30 Star Hotel, Gt Yarmouth

NEDHAM, M, Goldsmith's bldgs, Temple, Rattiser at Law March 29 at 11 Bankruptcy bldgs, Lincoln's inn

OWEN, HENRY, Sevenoaks, Kent, Builder March 26 at 12 Bankruptcy bldgs, Lincoln's inn

PAIRTRIDGE, PORTER ALFRED, Aldham, Essex, Farmer March 29 at 10.30 Townhall, Colchester

PASS, FRANK, Wolverhampton, Hop Merchant's Clerk April 2 at 12 Off Rec, Wolverhampton

PATTERSON, ADAM, Bridgend, Glam, Traveling Draper March 30 at 11 Off Rec, 29, Queen st, Cardiff

RESTEAUX, JOSEPH JAMES, Lakenham, Norwich, Accountant March 29 at 4 Off Rec, 8, King st, Norwich

RICHIE, THOMAS, Walthamstow, Baker March 28 at 11 33, Carey st, Lincoln's inn

ROWTON, HENRY JOHN, Fleetwood, Lancs, Draper March 26 at 3 Off Rec, 14, Chapel st, Preston

SANDY, THOMAS, Lee, Kent, Wine Merchant March 26 at 12 119, Victoria st, Westminster

SELLERS, THOMAS DAVIS, Stockport, Hat Manufacturer March 26 at 11.30 Off Rec, County chhrs, Market pl, Stockport

SIDLEY, JOSIAH FRANKLIN, Northolt, Southall, Schoolmaster March 26 at 3 119, Victoria st, Westminster

SIDDALL, WILLIAM FARBOW, Vartry rd, Stamford hill, Clerk of Works April 8 at 3.30 Off Rec, 29, Queen st, Cardiff

SKELHORN, CHARLES EDWARD, Salford, Coal Merchant April 1 at 11.30 Off Rec, Ogden's chhrs, Bridge st, Manchester

STEAD, AUGUSTUS MAILLARD, Auckland rd, Upper Norwood, Merchant's Clerk March 27 at 3 119, Victoria st, Westminster

STUBBS, CHRISTOPHER, Maidee, nr Newport, Mon, Tobaccoist March 29 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

STURGEON, HENRY JAMES, Gutter lane, Traveller March 29 at 12 33, Carey st, Lincoln's inn

SYMONS, WILLIAM HENRY, Ebury st, House Decorator March 27 at 11 33, Carey st, Lincoln's inn

TANESBERG, MARCUS, and NATANIEL TANESBERG, Leeds, Jewellers March 27 at 12 Off Rec, Whitehall chhrs, Colm-to row, Birmingham

THOROLD, WILLIAM, Kingston on Hull, Smackowner March 28 at 11 Off Rec, Trinity House lane, Hull

THOMAS, DAVID, Cardigan, Currier March 28 at 11 Off Rec, Bank chhrs, Corn st, Bristol

TIBBETTS, THOMAS, Southampton st, Pentonville, Journeyman Printer March 29 at 2.30 33, Carey st, Lincoln's inn

TOMLIN, JOSEPH PRICE, Folkestone, Butcher March 28 at 10.50 73, Sandgate rd, Folkestone

TOMMY, JONATHAN, Wem, Salop, Builder March 27 at 12.30 Law Society's Rooms, Shrewsbury

VAUX, ALFRED, Harrogate, Draper March 28 at 2 Off Rec, York

VERNON, JOHN, Coombe Fields by Sowa, nr Coventry, Farmer March 27 at 12 Off Rec, 17, Hertford st, Coventry

WEBSTER, WILLIAM, Leeds, Cloth Manufacturer March 26 at 3 Off Rec, 22, Park row, Leeds

WEGGILLIN, THOMAS DOUGLAS, Tetbury, Glos, Gent March 27 at 12 Off Rec, 32, High st, Swindon

WILLIAMS, DAVID THOMAS, Romford, Schoolmaster March 27 at 10.15 Shirehall, Chelmsford

WILSON, ROBERT, Cottingham, Yorks Market Gardener March 28 at 11.30 Off Rec, Trinity House lane, Hull

YATES, WILLIAM, Salford, Estate Agent April 1 at 11.15 Off Rec, Ogden's chambers, Bridge st, Manchester

ADJUDICATIONS.

ABBOTT, JOHN, Nottingham, Chemist Nottingham Pet Mar 11 Ord March 16

ANDERSON, SARAH, Bradford, Grocer Bradford Pet March 14 Ord March 15

ATKINSON, EUSTACE CARY, Sheffield, Tool Maker Sheffield Pet March 12 Ord March 16

BAKER, MARY, Lutterworth, Leicestershire, Baker Leicester Pet Feb 25 Ord March 12

BAXTER, SYDNEY, New Swindon, Clothier Swindon Pet Feb 18 Ord March 18

BRAMLEY, THOMAS EDWIN, Sheffield, Confectioner Sheffield Pet March 5 Ord March 15

BROOKS, JOSHUA, Leeds, Yorkshire, late Tea Dealer Leeds Pet March 14 Ord March 14

BROWN, HENRY JOHN, Manor Park, Streatham, Builder Wandsworth Pet Feb 11 Ord March 13

CHANNON, JOHN, Lavender sweep, Clapham Junction, Builder Wandsworth Pet Jan 21 Ord March 14

CHENEY, EDWIN, Nottingham, Baker Nottingham Pet March 15 Ord March 15

DABER, WILLIAM, Salford, Estate Agent Salford Pet Nov 17 Ord March 16

DAWSON, JOHN, Gt Wilbraham, Cambs, Wheelwright Cambridge Pet March 16 Ord March 16

EDWARDS, WILLIAM, Exeter, Licensed Victualler Exeter Pet Feb 25 Ord March 16

FLANDERS, FREDERICK SMITH, Northwold, Norfolk, Farmer Norwich Pet March 16 Ord March 16

FOSTER, SAMUEL, Barnsley, Machinery Broker Barnsley Pet March 15 Ord March 15

GREEN, JOSEPH, Manchester, Hatter Manchester Pet March 14 Ord March 14

GREENWOOD, JOHN, Darwen, Solicitor Blackburn Pet March 15 Ord March 15

GROCK, LEMUEL, Nottingham Licensed Victualler Nottingham Pet March 9 Ord March 16

HEMMIN, WILLIAM THOMAS, Folkestone, Tobaccoist Canterbury Pet March 15 Ord March 15

HENDERSON, WILLIAM, Burnley, Painter Burnley Pet Feb 21 Ord March 15

HESTER, FREDERICK, Hemel Hempstead, Herts, Builder St Albans Pet Oct 19 Ord March 13

HIGHAM, FREDERICK, Gloucester, late Innkeeper Gloucester Pet March 15 Ord March 15

HINTON, JAMES ALDREY, Burnley, Sand Dealer Burnley Pet Feb 14 Ord March 15

HODGSON, JONATHAN KENDALL, Kingston upon Hull, late Grocer Kingston upon Hull Pet March 9 Ord March 15

HUNT, GEORGE, Southampton, Leather Goods Dealer Southampton Pet March 14 Ord March 14

KENDRICK, WILLIAM, Wrexham, Confectioner Wrexham Pet Feb 12 Ord March 14

KRAMER, GEORGE FREDERICK, Carlton rd, Mile End, late Baker High Court Pet March 13 Ord March 16

LOVESAY, Mrs. E., Trevor terr, Knightsbridge, Widow High Court Pet Feb 26 Ord March 15

MARLOW, THOMAS, Courtthorpe, Leicestershire, Tripe Dresser Leicester Pet March 15 Ord March 16

PALLET, THOMAS, Shepshed, Leicester, Bag Hosier Leicester Pet March 5 Ord March 15

PARKER, RICHARD HARTLEY, Burnley, Wine Merchant Burnley Pet Feb 19 Ord March 14
 PASS, FRANK, Wolverhampton, Hop Merchant's Clerk Wolverhampton Pet March 5 Ord March 15
 RESTAUX, JOSEPH JAMES, Lakenham, Norwich, Accountant Norwich Pet March 13 Ord March 15
 RIPLEY, EDWARD, Leeds, Butcher Leeds Pet March 14 Ord March 14
 ROSE, JOSEPH, Jump, nr Barnsley, Grocer Barnsley Pet March 14 Ord March 14
 SHAW, JAMES, Richmond, Yorks, Joiner Northallerton Pet March 13 Ord March 14
 STRAD, AUGUSTUS MAILED, Auckland rd, Upper Norwood, Merchant's Clerk Croydon Pet March 1 Ord March 13
 STUBBS, CHRISTOPHER, Newport, Mon, Tobaccoist Newport, Mon Pet March 15 Ord March 14
 TEND, DAVID, West Bromwich, Fruiterer Oldbury Pet March 13 Ord March 15

TILLY, EDWARD, Holywell, Flintshire, Bookkeeper Chester Pet March 13 Ord March 16
 TURNER, THOMAS, Lindsridge, Worcestershire, Farmer Kidderminster Pet March 11 Ord March 13
 TURNER, WILLIAM, Nottingham, late Baker Nottingham Pet March 15 Ord March 15
 VAUX, ALFRED, Hartgate, Draper York Pet March 14 Ord March 14
 WALLER, ARTHUR, Southsea, Draper Portsmouth Pet March 12 Ord March 15
 WALLER, WALTER KERR, Penzance, Chemist Truro Pet March 14 Ord March 15
 WEBSTER, JAMES, Nuneaton, Warwickshire, Fruiterer Coventry Pet March 11 Ord March 15
 WHITTAKER, JOHN, jun., Sunderland, Fruit Merchant Sunderland Pet March 13 Ord March 14
 WILLIAMS, JOHN ROBERT, Billiter sq, East India Commission Merchant High Court Pet March 14 Ord March 14
 WOOD, JOHN WILKES, Liverpool, Fruit Broker Liverpool Pet Feb 22 Ord March 16

ORDER MADE ON APPLICATION FOR DISCHARGE.
 HUTCHINS, HENRY MARTIN, Milbrook rd, Loughborough Junction, Bicycle Manufacturers' Salesman Windsor Date of Adj June 12, 1883 Ord Feb 15 Discharge granted
 RECEIVING ORDER RESCINDED.
 MORLEY, ARTHUR WILLIAM, Talbot rd, Bayswater, out of business High Court Resc Ord Feb 5 Resc March 15

SALES OF ENSUING WEEK
 March 26.—Messrs. FULLER & FULLER, at the Mart, E.C., at 2 p.m., Freehold and Leasehold Shop and House Property and Ground-rents (see advertisement, March 16, p. 3).
 March 27.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 p.m., Freehold Property (see advertisement, March 9, p. 4).
 March 29.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 p.m., Freehold Property (see advertisement, March 16, p. 3).

THE LAW GUARANTEE & TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL, £1,000,000. PAID-UP CAPITAL, £100,000.

The Hon. BARON POLLOCK.
 The Hon. Mr. JUSTICE KAY.

TRUSTEES:

The Hon. Mr. JUSTICE DAY.
 The Hon. Mr. JUSTICE GRANTHAM.

OBJECTS OF THE SOCIETY:

I.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers, Travellers, and others; also Bonds on behalf of Trustees in Bankruptcy, Liquidators and Receivers under the High Court, and all persons holding Government appointments, where required; and
 A.—LUNACY COMMITTEES' BONDS granted.
 B.—ADMINISTRATION BONDS entered into at moderate rates.
 II.—ADMIRALTY BAIL BONDS granted.
 III.—MORTGAGE INSURANCES effected.

IV.—TRUSTEES FOR DEBENTURE, &c. The Society acts as Trustee for Debenture and other Loans.
 V.—TRUSTEESHIP. The Society is also prepared to be appointed Trustee either in existing Trusts or in those to be hereafter created. (See special Prospectus.)
 VI.—TITLE GUARANTEE against defect in same.
 VII.—CONTRACTS GUARANTEED as to due performance.

For further particulars apply to the General Manager and Secretary, THOS. R. RONALD.

HEAD OFFICE: 9, Serle-street, Lincoln's-inn, London. CITY OFFICE: 9, St. Mildred's-court, Poultry, E.C. BRANCH OFFICES—Manchester: 51, King-street; Liverpool: 6, York-buildings, 14, Dale-street.

HACKNEY, MARE STREET.

Highly important and improvable Freehold Property; also Small Freehold in Commercial-road East.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, APRIL 17, at TWO o'clock, an improvable FREEHOLD ESTATE, with great building capacity, covering an extensive superficial area, having frontages of about 400 feet to Mare-street and Sheep-lane in the rear, situate in the populous part of Hackney, close to the Triangle, five minutes' walk from the Cambridge-heath Station. The property comprises an old-fashioned residence, known as Providence House, No. 77, Mare-street, seven private houses, Nos. 63 to 75 odd, Mare-street, with forecourts suitable for the erection of shops, and long gardens available for workshops; also 12 cottages, facing Sheep-lane, with the extensive area of building land lying between these two parallel thoroughfares. The land is suited for a large number of houses, leaving many of the existing houses standing. Also Freehold House, 53, Umberston-street, Commercial-road East, let at £16, but worth £20 a year.

Particulars of Messrs. DRUCE & ATTLEE, Solicitors, 16, Billiter-square, E.C.; at the Mart; and of Messrs. EDWIN FOX & BOUSFIELD, 99, Gresham-street, Bank, E.C.

BAYSWATER.

By order of Trustees.—Valuable Freehold Ground-rents with important early reversions.

MESSRS. EDWIN FOX & BOUSFIELD will SELL at the MART, on WEDNESDAY, APRIL 17th, at TWO o'clock, in Three Lots, highly desirable FREEHOLD PROPERTY for investment or family endowment, comprising 33 substantially-built residences, let on leases for terms expiring in about 20 years, at nominal ground-rents, with reversion to the rack rents, amounting to £2,720 per annum, on the termination of such leases.

Lot 1.—The Six Capital Houses, Nos. 14 to 21 (even) Petersburgh-place, a few paces from the Bayswater High-road, of the estimated annual value of £620, and let under two leases for terms expiring in 1908, at nominal ground-rents of £37 per annum.

Lot 2.—The block of Seven upstanding Town Houses, recessed from the road, with garden in front, Nos. 25 to 33 (even), Petersburgh-place, of the annual value in possession of about £700, with great capacity for extensive improvements. Let for terms expiring 1923, at nominal ground-rents, amounting to £43 18s. per annum.

Lot 3.—Twenty neat Cottage Villas, forming nearly the whole of the west side of Bark-place (formerly known as Uxbridge-gardens), Bayswater-road, with neat forecourts and long back gardens, extending to Petersburgh-mews, with frontage thereon, available for other erections, of the estimated annual value in possession of £1,460, and let on leases for terms expiring 1913, at nominal ground-rents of £50 per annum.

May be viewed, and particulars had of Messrs. LEWIN & CO., Solicitors, 32, Southampton-street, Strand, W.C.; at the Mart; and of Messrs. EDWIN FOX & BOUSFIELD, 99, Gresham-street, Bank, E.C.

LINCOLN'S INN.

To Barristers, Solicitors, and Others.

MESSRS. WOOD & KIRBY will SELL, by AUCTION, at the MART, on THURSDAY, 11th APRIL, at TWO o'clock, the excellent set of FREEHOLD CHAMBERS, comprising 4 large rooms on the south side of the 3rd floor of the substantially built premises, No. 2, NEW-SQUARE, Lincoln's-inn, with coal vault in area. The chambers are in excellent decorative repair, and ready for immediate occupation either for residential or professional purposes, or should readily let at £50 per annum.

May be viewed on application to the Auctioneers, and particulars and conditions of sale obtained at the Mart, E.C.; of Messrs. STEPHEN & DAY, Solicitors, 1, Great James-street, Bedford-row; and of the Auctioneers, at the same address.

PLOUGH COURT, FETTER LANE, E.C.

Long Leasehold Investments, now producing a profit rental of £285 per annum.—By Order of Executors.

MESSRS. FOSTER respectfully announce for SALE by AUCTION in Two Lots, at the MART, Tokenhouse-yard, Lothbury, on TUESDAY, APRIL 16, at ONE for TWO precisely, the very desirable LEASEHOLD PROPERTY, Nos. 1, 2, and 3, Plough-court, Fetter-lane, held (by separate leases) for a term of which 79 years will be unexpired at Christmas next, at ground-rents amounting to £160 per annum; the property (with a frontage of about 118ft.), consisting of three substantially built warehouses, each of five floors, is let on repairing leases at rents amounting to £415, increasing at Lady Day, 1891, to £505 per annum; this property, situated in the heart of the publishing trades, is likely to command at all times eligible tenants at increasing rents.

Particulars and conditions of sale may shortly be had at the Mart, Tokenhouse-yard, Lothbury; of Messrs. PHILPOT & CALLAWAY, Solicitors, Cranbrook, Kent; and of Messrs. FOSTER, 51, Pall-mall.

WEST SMITHFIELD and CLOTHFAIR.

Capital Block of Freehold Property, let on lease at a nominal rent of £219, with valuable reversion in 1907.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, on FRIDAY, MARCH 29th, at TWO precisely, in One Lot, the FREEHOLD of TWO old-fashioned HOUSES, with Shops, Nos. 58 and 59, West Smithfield, and Nos. 1 and 2, Clothfair, occupying a ground area of about 2,600 square feet, abutting on and overlooking the churchyard of St. Bartholomew the Great, a very important situation between the Metropolitan Meat Market and St. Bartholomew's Hospital, the whole being let in one lease, at the very inadequate rent of £210, for a term expiring 1907, when the full benefits of the estate, which must be highly productive as a building site, will be reaped, thereby making an investment of the highest order.

Particulars, plans, with conditions of sale, may be had of Messrs. FRANCIS BAKER & WATTS, Solicitors, Newton Abbott, Devon; at the Mart; and of Messrs. ELLIS & SON, Auctioneers and Surveyors, 49, Fenchurch-street, City.

SALES BY AUCTION FOR THE YEAR 1889.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advertisements, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, Mar 26	Tues, May 29	Tues, Aug 6
Tues, April 2	Tues, June 4	Tues, Aug 13
Tues, April 9	Tues, June 18	Tues, Aug 20
Tues, April 16	Tues, June 25	Tues, Aug 27
Tues, April 30	Tues, July 2	Tues, Oct 8
Tues, May 7	Tues, July 9	Tues, Oct 22
Tues, May 14	Tues, July 16	Tues, Nov 5
Tues, May 21	Tues, July 23	Tues, Nov 19
	Tues, July 30	Tues, Dec 3

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

SOLICITORS.—A fine Suite of Offices (three or five rooms) to be Let, at New Stone-buildings, Chancery-lane, close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light; every convenience; moderate rent; use of elegant arbitration rooms in same building at reduced terms.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane, W.C.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

TO SOLICITORS and Others having influence with Capitalists.—Liberal terms offered.—Advertiser (the owner) has for sale an extensive Block of Office and Warehouse Property, in the centre of Liverpool; Freehold (no ground-rent); excellent condition; well let; good security; price £16,500.—Address, 837, care of C. Birchall, Advertising Agent, Liverpool.

M. R. M. STEPHENSON, LL.B. (Law Scholar, Prizeman, &c., Editor *Jurist*, &c.), continues to PREPARE for LAW EXAMS. *Jan. Results.*—Solicitors' Honours, 1st (Clement's Inn) and 3rd (New Inn) Prizemen—i.e., nearly 1st Class and 2 in 2nd Class (all sent in). *Int. LL.B.*—Half 1st and 2nd Class Honours and 1st (Exhibitioner) and 3rd in First Class. At 3 Honours Exams.—5 out of first 8 and 2 First Prizemen, 200 Guinness Studentship, &c.—3, Plowden-buildings, Temple, E.C.

M. R. UTTLEY Solicitor, continues successfully to PREPARE CANDIDATES, either Privately or by Correspondence, for SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Pupils have obtained Honours. Terms from £1 is. per month.—Address, 17, Brazennose-street, Albert-square, Manchester.

INTERMEDIATE and FINAL EXAMINATIONS.—Private and Postal Tuition by Solicitor, M.A., LL.M. (Cambridge); special attention to correspondents; terms moderate.—Address, M. L., Christ Church Vicarage, Wakefield.

LAW TUTOR.—A Barrister (Wrangler, &c.) Coaches for the Bar, Solicitors', and all Legal Examinations; each pupil taken separately; terms very moderate.—Address, L. C. B., Messrs. Deacon, 154, Leadenhall-street, E.C.

LAW.—Required, by a Solicitor of nine years' standing, a Conveyancing and General Clerkship in a town or country office; Midland Counties or London preferred; slight supervision; good references; salary moderate.—J. G. N., 41, Waterloo-street, Birmingham.

LAW.—Clerkship desired in good Office by Solicitor (28); admitted 1885; nearly five years' experience in City as Managing Clerk, acting with and without supervision, chiefly in Chancery, Common Law, and Conveyancing.—LEX, 117, Chancery-lane.

LAW.—A Solicitor, admitted, but who has not practised for several years, wishes to enter a London Office of good general practice for a year; will give his services for a few months gratuitously.—B., the Office of this Journal.

LAW.—Solicitor (M.A., Oxford) desires a Conveyancing or General Clerkship in London; admitted; age 36; very moderate salary.—Address, C. N. B., 18, Oxford-road, Chiswick.

LAW.—Articled Clerkship.—Vacancy in old Lincoln's Inn Office; reasonable premium.—Apply, LEX, care of Warner, 11, Bell-yard, Temple Bar, W.C.

SHORTHAND.—A Youth with good handwriting wanted in Solicitor's Office (City).—Address, B. B., care of R. Coulcher, Law Stationer, 50, Chancery-lane.

CHANCEERY and other COSTS (25 per Cent. Discount) properly Copied and in superior manner by those accustomed to the work; an allowance in case of two copies or large quantity.—Please address, MARTIN & Co., Kelly's, Gray's-inn-gate.

A MARRIED CLERGYMAN, Vicar of a healthy parish in Wiltshire, desires to receive one or two Wards in Chancery.—Apply, X. Y. Z., care of Herbert G. James, Esq., 24, Hornorton-street, Kensington.

TO TRUSTEES. Particulars of suitable Investments in London Property may be had free of Mr. GEORGE J. FULLER, 65 and 87, Gresham-street, London, E.C.

LAW UNION FIRE and LIFE INSURANCE COMPANY. ESTABLISHED IN THE YEAR 1834.

Chief Office—126, CHANCERY LANE, LONDON, W.C.
City Branch—1, ROYAL EXCHANGE BUILDINGS, E.C.

LIFE DEPARTMENT.

Special attention is drawn to the following features:—

1. The Bonus added to Policies on young lives at the last division of profits amounted to £75 for every £100 of premium paid during the Quinquennium.
2. Claims are payable immediately on proof of death and title.
3. The Premiums are moderate.

FRANK MCGEDY, Actuary and Secretary.

GUARDIAN FIRE and LIFE OFFICE.
Head Office—11, Lombard-street, London, E.C.
Law Courts Branch—21, Fleet-street, E.C.
Established 1821. Subscribed Capital, Two Millions.

DIRECTORS:
CHAIRMAN—JOHN B. MARTIN, Esq.
DEPUTY-CHAIRMAN—HENRY JOHN NORMAN, Esq.
Rt. Hon. Lord Addington.
John Hunter, Esq.
George Lake, Esq.
Rt. Hon. G. J. Shaw-Lefevre, M.P.
Beaumont W. Lubbock, Esq.
David Powell, Esq.
Augustus Prevost, Esq.
John G. Talbot, Esq., M.P.
Henry Vigne, Esq.

MANAGER OF FIRE DEPARTMENT—A. J. RELTON.
ACTUARY AND SECRETARY—T. G. C. BROWNE.

Share Capital at present paid up and invested £1,000,000
Total Funds upwards of 4,042,000
Total Annual Income over 800,000

N.B.—Fire Policies which expire at LADY DAY should be renewed at the Head Office, or with the Agents, on or before the 9th day of APRIL.

PHENIX FIRE OFFICE, 19, LOMBARD-STREET and 57, CHANCERY-CROSS, LONDON.
Established 1782.

Moderate Rates. Absolute Security. Electric-Lighting Rules supplied. Liberal Loss Settlements. Prompt Payment of Claims.

Joint Secretaries:
W. C. MACDONALD and F. B. MACDONALD.
LOSSES PAID OVER
£16 000 000.

NORTHERN ASSURANCE COMPANY
Established 1836.
LONDON: 1, Moorgate-street, E.C. ABBEYEN, 1, Union-terrace.

INCOME & FUNDS (1887):—
Fire Premiums £607 000
Life Premiums 97 300
Interest 1,366
Accumulated Funds £8,421 000

WEST of ENGLAND FIRE and LIFE INSURANCE COMPANY.—Established 1807.
Head Office—Exeter. London Office—20, New Bridge-street, E.C. CAPITAL, £90,000. Fire Department—Risks of almost every description insured. Life Department—Special Feature: Combined System of Life Assurance. LOAN DEPARTMENT—REVERSIONS; LIFE INTERESTS; GOOD PERSONAL SECURITY.

EDWARD H. SMITHETT, Secretary.
Application for Agencies invited.

MORTGAGE INSURANCE CORPORATION (Limited),
Winchester-house, Old Broad-street, E.C.

Subscribed Capital £715,000.
Mortgages and Debentures insured against loss.
Deposits received for Capital Redemption.
T. Y. STRACHAN, General Manager.

THE BRITISH LAW FIRE INSURANCE COMPANY, LIMITED.
Subscribed Capital, £1,000,000.

This Company is prepared to entertain proposals on eligible risks, including Mercantile Insurances. Applications for Agencies may be made to

H. FOSTER CUTLER, Manager and Secretary.
Offices, 5, Lothbury, Bank, London, E.C.

PROVIDENT LIFE OFFICE, 50, Regent-street, W., and 14, Cornhill, E.C., London.
FOUNDED 1806.

Existing Assurances £7,470,866
Invested Funds £2,539,609
Annual Income £322,307
Claims and Surrenders paid £5,697,671
Bonuses declared £2,971,552

Prospectuses and full information to be obtained at the Head Office, or of any of the Agents.

CHARLES STEVENS, Actuary and Secretary.

ESTABLISHED 1851.
BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.
TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.
FRANCIS RAVENSCROFT, Manager.

THE J. B. WATKINS LAND MORTGAGE CO.
Commenced Business 1870. Incorporated 1883.
CAPITAL, £155,250. RESERVE FUND, £27,750.
Issue of

FIVE PER CENT. DEBENTURES
Interest payable Half-yearly in London by Coupon attached.

The Security for the Debentures consists of—
1. A deposit with the Farmers' Loan and Trust Company, of New York, as Trustees for the Debenture Holders of Mortgages, for the same amount as the Debentures, issued on Freehold Property valued at 2½ times the amount of the Mortgages.

2. The Capital and Surplus of the Company.
Thus it will be seen these Debentures form a first-class security.

The Company is also prepared to negotiate Six per Cent. American Farm Mortgages.

About £800,000 have been invested for English Investors, and not one shilling of interest or principal has been lost.

For full particulars apply to
H. G. CHALKLEY, London Manager,
14, Bishopsgate-street Without, E.C.

IMPERIAL FIRE INSURANCE COMPANY.
Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.
Subscribed Capital, £1,200,000; Paid-up, £300,000.
Total Invested Funds over £1,600,000.

E. COZENS SMITH, General Manager.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1783), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Pious Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

LONDON GAZETTE (published by authority) and **LONDON and COUNTRY ADVERTISEMENT OFFICE.**—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" Sept. 1840 appointed.

BOOKS BOUGHT.—To Executors, Solicitors, &c.—HENRY SOTHERAN & CO., 136, Strand, and 39, Piccadilly. PURCHASE LIBRARIES or smaller collections of Books, in town or country, giving the utmost value in cash; also value for PROBATE. Experienced valuers promptly sent. Removals without trouble or expense to sellers. Established 1816. Telegraphic Address, Bookmen, London. Code in use, Unicoide.

HOME for the TREATMENT and CURE of INEBRIETY and MORPHIA HABIT. High Shot House, Twickenham.—Charmingly secluded. Gentlemen only. Limited number taken. Billiard room, library, lawn tennis court, bowls, &c. The whole staff pledged abstainers. Terms—2½ to 5 guineas weekly.—Particulars from the Medical Superintendent, H. BRANTHWAITE, F.R.C.S. Ed.; and reference is permitted to Messrs. MUNTON & MORRIS, solicitors, 35A, Queen Victoria-street, London.

EDE AND SON, ROBE MAKERS,
BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL and BARRISTERS. SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES UNIVERSITY and CLERGY GOWNS.
ESTABLISHED 1869.

94 CHANCERY LANE LONDON.

.
OO.
a.
750.
RES

Trust
r the
same
ehold
of the

first-
x per
english
ncipal

E.C.
COM-

.W.
00,000.

ger.

bag
ion of
tones,
sdays,

astees,
means
other

sales
small

on ap-
lished

r that
Pieces
arpets,
week

) and
MENT
FLEET

Agent,
fession
ards of
forma
port.-
and the
lamped
azette"

Solici-
P. 126.
ARIES
untry,
ue for
sent.
sellers.
okmen,

CURE
ABIT.
mmingly
taken.
rils, &c.
2 1/2 to 3
federal
1.1; and
IOREIS,

ERS,

Whole of
&c.

INTERA.

Merks,

OWNS.

ON.